

Board of Trustees Agenda Item

Board Meeting Date: September 12, 2011

Title of Item: Measure C Consent

Background and Analysis:

The aggregate amount of these items is: \$180,542

De Anza College –

- A) Consolidated Engineering Laboratories – Revision #1 to Agreement for Services – Mediated Learning Center - \$111,190
- B) Sandis – Revision #1 to PAA #D02 to Master Agreement – Combined Site Improvements - \$60,000
- C) Valhalla Builders – Change Order #1 – Campus Center Renovations Phase II - \$2,996

Foothill College –

- D) Hometown Construction, Inc. – Change Order #2 – Krause Center for Innovation – HVAC Upgrades - \$6,356

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

Title: Revision #1 to Agreement for Services
Vendor: Consolidated Engineering Laboratories
Agreement Date: December 6, 2010
Campus: De Anza College
Project Number: 261
Project Name: Mediated Learning Center
Amount: \$ 111,190
For: The scope of this revision is as follows:

- 1) Soil Nail/Ground Anchors testing & inspection. Required by DSA but not included in original CEL proposal due to conflicting information on the DSA ORS-6 and DSA Testing & Inspection sheets.
- 2) Structural Steel shop and field welding inspections. Actual inspection duration extended beyond the durations originally reflected in the preconstruction schedule for both shop and fieldwork included in original CEL proposal.
- 3) High strength bolt testing. Structural steel bolt assembly testing and observation required in excess of the quantity assumed by the original CEL proposal.
- 4) Terra Cotta panel and Skylight load testing. DSA added these test requirements during the construction phase. This work was not anticipated by CEL or the Design team but was added by DSA.

The original contract duration of 12/6/2010 through 12/5/2012 remains unchanged. The total for Revision #1 is in the amount of \$111,190 on a Time & Materials, Not-To-Exceed basis.

Action Requested: Approval

CHANGE NO. 01 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 12th day of September, 2011, by and between the District, a community college district of the State of California, hereinafter called "District" and Consolidated Engineering Laboratories 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)

N/A

Original contract duration of 12/6/2010 through 12/5/2012 remains unchanged.

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Consolidated Engineering 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)

This revision is required to provide additional funding to the Consolidated Engineering Laboratories Agreement for Services on the Mediated Learning Center Project.

The scope of this revision is as follows:

- 1) Soil Nail/Ground Anchors testing & inspection. Required by DSA but not included in original CEL proposal due to conflicting information on the DSA ORS-6 and DSA Testing & Inspection sheets.
- 2) Structural Steel shop and field welding inspection. Actual inspection duration extended beyond the durations originally reflected in the preconstruction schedule for both shop and field work.
- 3) High strength bolt testing. Structural steel bolt assembly testing and observation required in excess of the quantity assumed by the original proposal.
- 4) Terra Cotta panel and Skylight load testing. DSA added these test requirements during the construction phase.

- 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 for Revision #01 is in the amount of \$111,190 on a Time & Materials Not-To-Exceed basis.

Standard payment terms apply.

Pricing is based on Consolidated Engineering Laboratories add service proposal dated August 19, 2011.

ORIGINAL AGREEMENT AMOUNTS	111,810
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$	0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$	111,190
NEW TOTAL AGREEMENT AMOUNTS	223,000

Foothill-DeAnza Community College District Change No. 01
To Agreement/Purchase Order No. MC-111023

In any event, the total payment for services of contractor shall not exceed \$ 223,000 T&M NTE and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until December 5th 20 12.

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.

B

Title: Revision 1 to Project Authorization Amendment D02 to Master Agreement
Vendor: Sandis
Agreement Date: December 15, 2008
Campus: De Anza College
Project Number: 274
Project Name: COMBINED SITE IMPROVEMENTS
Amount: \$ 60,000
For: Professional Services to provide planning, sampling, testing, analysis, summary letters, and final report to determine extent and abatement measures to address soil contamination discovered in the Sunken Gardens.
Funding for this Revision is available within the current project budget.
Action Requested: Approval

**Revision #1 to Project Authorization Amendment (PAA) # D02 dated June 21, 2011 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and SANDIS, dated December 15, 2008.**

Revision #1 to PAA #D02 made as of the 13th day of September in the year Two Thousand & Eleven

Assigned Project Description:

Measure C - Bond Project # 274 Combined Site Improvements – Phase I

1. Revision to Basic Services and Scope of Work:

Project Authorization Amendment (PAA) # D02, scope of work remains unchanged, with the exception of the scope of work identified in this Revision #1 of PAA D02.

Revision #1 to PAA # D02 for this project includes the following: The consultant shall employ and manage an environmental engineering sub-consultant to identify, classify, quantify, and prepare plans to abate the soil contamination discovered in the Sunken Gardens. In addition, the consultant and their sub-consultant shall provide sampling, testing, and reports on soil stock piles generated from other locations associated with this project to provide reports that allow for the off-haul of soils that are not associated with the contaminated soil discovered in the Sunken Gardens area.

Scope of Work for Professional Services (Revision #1 to PAA D02) includes:

Environmental Services – Assessment I:

- Provide a sampling plan [eight (8) step-out samples] to identify the lateral extent of the reported impacted materials (at sample #16) provided by the contractor.
 - o Four (4) samples at three (3') foot distance from contractor's sample #16
 - o Four (4) samples at ten (10') foot distance from contractor's sample #16
 - o Testing of the samples shall be based on the analytics of previous testing and the need for additional testing.
- Provide random sampling and testing of the remaining soil in the Sunken Gardens to validate the contamination is associated with the contractor's sample # 16 only.
- Provide an executive summary of the findings and recommend additional sampling and testing as required to determine the extent of the soil contamination and abatement measures required to dispose or cover in place.

Environmental Services – Assessment II:

- Based on the analytics of Assessment I sampling and testing; provide a sampling plan [fifteen (15) step-out samples] to identify the lateral extent of the reported hazardous material (sample 16) provided by the contractor.
 - o Six (6) samples at greater distances from contractor's sample #16, from Assessment I sampling and testing plan.
 - o Nine (9) samples at greater distances than the six samples identified above, to be tested in the event that the six samples warrant additional testing to identify the lateral extent of soil contamination.
 - o Testing of the samples shall be based on the analytics of previous testing and the need for additional testing.

Environmental Services – Assessment III:

Sunken Gardens

- Based on the analytics of Assessment I and Assessment II sampling and testing which provides the lateral extent of the soil contamination, provide a sampling and testing plan to

identify the vertical extent of the contaminated material (sample #16) provided by the contractor.

- Sampling and testing plan to identify the vertical extent of the contaminated soil shall be based on twelve (12) locations with samples and tests at three (3) distinct depths, including two (2') feet below grade, two and one half (2.5') feet below grade, and three (3') feet below grade.
- Samples shall be tested with approximately twenty-four hour response time at each depth level, and shall continue testing the samples taken at greater depths after analytics are assessed and determined whether additional testing of samples are required to further determine the vertical extent of the contaminated soil.
- Prepare a report to present the results of the sampling and testing to characterize the lateral and vertical extents of the contaminated soil. The report shall provide a vicinity map, site plan, analytics and summary of the interpretation of the analytics with conclusions and recommendations. The report shall be suitable for abatement/remediation of the site for regulatory agencies.
- Soil samples and testing beneath the fountain are excluded for the scope of work.

Soil Stock Piles

- Provide additional sampling and testing of soil stock piles (soil generated from other locations; L-Quad, S-Quad, and Parking Lot A. The intent of the testing is to verify that soil contamination at the Sunken Gardens is separate from the stock pile soils, currently located in Parking Lots A and D. Lot A contains stock piles of approximately 100 cubic yards, and the stock pile in Lot D is approximately 1000 cubic yards. The consultant shall use the sampling and testing analytics to prepare a report that shall assist the Contractor and allow the off-haul of the remaining soils that are not contaminated.
- Provide composite soil samples and tests from the above noted stockpiles, provide characterization of the samples and a report that assist and allows the off-haul of the stockpiles. Samples shall be taken at various depths and locations within the extents of the stock piles.

Reports, Site work, calculations and meetings:

- Additional scope of work includes the following:
 - o The consultant and sub-consultant shall attend meetings as required to provide a solution to the contaminated soils and off-haul of soils that are not contaminated.
 - o Stake limits of soil contamination in the Sunken Gardens
 - o Provide reports that make conclusions and recommend the abatement/remediation plans to address the contaminated soils, which shall be based on applicable codes and regulations. Solutions may include off-haul to a landfill suitable for said materials or cover in place.
 - o Prepare calculations for cut/fill requirements
 - o Provide reports with analytics that delineate soil from De Anza College that are suitable for re-sale by the contractor for other construction projects.
 - o Prepare all associated graphics and drawings required by landfills, soil brokers, and regulatory agencies.
 - o Prepare executive summary reports required by the District. Executive summary reports shall be written in layman terminology to assist a non-technical person in understanding the significance of the subject matter and the resultant findings.

2. Revised Consultant Compensation:

The Project Authorization Amendment D02, Revision 1 Contract Price for the Consultant Services shall be revised based upon the following:

Revised LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of One Hundred Thirty-nine Thousand Eight dollars; \$139,008

Schedule of Values (includes reimbursable expenses, except DSA fees):

Professional Design Services	Original Contract Value	Revision #1 Contract Value	Total Revised Contract Value
Construction Admin Services	\$ 67,508	\$ 0	\$ 67,508
Closeout Phase Services	9,000	0	9,000
Allowance – Excessive submittals	2,500	0	2,500
Environmental Services		60,000	60,000
Totals	\$ 79,008	\$ 60,000	\$ 139,008

The above allowances shall be used at the District's discretion; if the allowance is not exercised then the total contract value is reduced by the allowance value. The above allowance is a not to exceed value. Partial use of the allowance shall be allowed with approval by the District.

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

Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing. Contract completion date can be extended, at no additional cost by mutual agreement, for up to two additional six month periods, from the date of Revision #1 to PAA D02.

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
Construction Phase	06/20/2011	09/19/2011
Environmental Services	08/13/2011	09/30/2011
Closeout Phase	09/20/2011	06/04/2012

4. Invoicing Requirements per the Master Agreement remain unchanged per PAA D02.

5. Insurance Requirements per the Master Agreement remain unchanged per PAA D02

DISTRICT

Foothill – DeAnza Community College District
A California Community College District

By: _____

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

Date: _____

CONSULTANT

Sandis

By: _____

Ken Olcott, Principal

Date: _____

Title: Prime Contract Change Order #01
Vendor: Valhalla Builders
Agreement Date: June 17, 2011
Campus: De Anza College
Project Number: 256
Project Name: CAMPUS CENTER RENOVATION PHASE II
Amount: \$ 2,996
For: Prime Contract Change Order #01 – Miscellaneous construction change orders related to the upper level restrooms at the Campus Center.

The total Change Orders to date represent .002% against the original contract amount. Funding for this change is included in the current budget. There are no changes to the project schedule.

Action Requested: Ratification



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

256 Campus Center Renovation Phase II
De Anza College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

Project # 256
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 8/10/2011
To Contractor:
Valhalla Builders
6985 Via Del Oro Suite A-5
San Jose, CA 95119

DSA Number 43-C2 111603
Project # 256
Contract Date: 06/17/11
Contract Number: 001
Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Description	Amount
002	RFI #1 Mixing Valve - Provide credit to reuse the existing mixing valves in the restrooms in lieu of providing two new mixing valves as shown on sheet P2.21.	\$(318)
005	ASI #3 Toilet Partitions - Revise toilet partition & urinal screen material from solid phenolic plastic to Quilted Stainless Steel.	\$3,314

The original Contract Value was.....	\$1,532,275
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$1,532,275
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$2,996
The new Contract Value including this Prime Contract Change Order will be.....	\$1,535,271
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.

Noll and Tam Architects and Planners

Valhalla Builders

Foothill-De Anza Community College
District

ARCHITECT
729 Heinz Avenue

CONTRACTOR
6985 Via Del Oro Suite A-5
San Jose, CA 95119

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Merideth Marschak

By Scott Leifheit

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Change Order #2
Vendor: Hometown Construction, Inc.
Agreement Date: April 14, 2011
Campus: Foothill College
Project Number: 100
Project Name: Krause Center for Innovation – HVAC Upgrades
Amount: \$6,356.00
For: Replacement of 26 existing HVAC damper actuators to make them compatible with the new District building management system.

This change and total project changes represent 1.6% increase in the original 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: 8/11/2011
To Contractor:
Hometown Construction, Inc.
2507 Elkhorn Blvd.
Rio Linda, CA 95673

DSA Number
Architect's Project
Contract Date: 4/14/2011
Contract Number: MC111072
Change Order Number: 002

The Contract is hereby revised by the following items:

CO#2

PCO	Description	Amount
004	Provide labor and materials to replace total of 26 existing actuators to the new analog actuators including position feedback, since the existing type of actuators at the dampers will not work with the new control sequence as desired.	\$6,356

The original Contract Value was.....	\$396,033
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$396,033
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$6,356
The new Contract Value including this Prime Contract Change Order will be.....	\$402,389
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/9/2011

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.

Enovity
ARCHITECT
100 Montgomery St.
Suite 600
Address
By Jonathan Soper
SIGNATURE
DATE

Hometown Construction, Inc.
CONTRACTOR
2507 Elkhorn Blvd.
Rio Linda, CA 95673
Address
By Jack Johnstone
SIGNATURE
DATE

Foothill DeAnza Community College
District
OWNER
12345 El Monte Road
Los Altos, CA 94022
Address
By
SIGNATURE
DATE

College Approval

By:
Signature
Date: