

Board of Trustees Agenda Item

Board Meeting Date: August 27, 2012

Title of Item: Measure C Consent

Background and Analysis:

The aggregate of these items is \$230,147.

De Anza College –

- A) Cleary Consultants, Inc. – Revision #3 to Agreement for Services – Stadium and Track Improvements - \$21,600
- B) OC Jones & Sons, Inc. – Change Order #3 – Stadium and Track Improvements - \$162,547

Foothill College –

- C) BSK Associates, Engineers & Laboratories – Change Order #4 to Agreement for Services – Physical Sciences and Engineering Center - \$46,000

Executive Director of Facilities, Operations, and Construction Management Charles Allen; Director, Bond Program Management, De Anza College, Tom Armstrong; Director, Bond Program Management, Foothill College, Art Heinrich; and Director, Purchasing Services Carmen Redmond, recommend ratification/approval of the Measure C consent items

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

Title: Revision No. 3 to Agreement for Services
Vendor: Cleary Consultants Inc.
Agreement Date: May 2, 2011
Campus: De Anza College
Project Number: 206
Project Name: STADIUM AND TRACK IMPROVEMENTS
Amount: \$ 21,600
For: Additional Professional Services required for unforeseen conditions including waterline relocations and added scope to storm drain system in parking lot D. Services include site observations, compaction testing, submittal reviews and material evaluations.
Pricing for this revision is based on Cleary Consultants, Inc's request for budget revision dated July 17, 2012
Funding for this project is available within the current project budget.

Action Requested: Ratification

CHANGE NO. 3 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 27th day of August, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants Inc. hereinafter called "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)

None

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Cleary Consultants Inc.
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)

Provide additional Construction Geotechnical Services for additional scope, which includes added Geotechnical testing, inspections, observation and reporting services required to meet applicable codes, regulations, and DSA requirements for all newly installed work for the 206-Stadium and Track project. These services shall be provided as required by the project documents and DSA requirements for the owner. Documents required by the contract include, but are not limited to, site reports, monthly progress reports, lab test reports and final verified reports. Geotechnical related meetings may include, but are not limited to, pre-installation meetings, weekly construction meetings as needed and meetings to resolve specific issues which arise during the course of construction. The Geotechnical Inspector will be expected to provide site examination visits and consultation to the owner in matters of unforeseen and irregular conditions as they are discovered.

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 additional fee for the increased scope of work shall be a T&M Not-To-Exceed of \$21,600 (24 work-days)

The pricing and rates are based upon Cleary Consultants "Geotechnical Engineering Services During Construction" dated July 17, 2012. Payment shall be billed on a monthly basis and shall be provided to Gilbane/Maas (Program Manager) for District approval.

Cleary Consultants Inc. shall notify the Program Manager in writing when any of the following conditions are met: 1) 75% of the total contract cost has been reached, 2) 75% of the proposed number of specific tests/inspection have been performed, 3) Cleary Consultants believes they have been directed to perform tests/inspections which are not included in the scope of this Agreement for Services.

The Agreement for Services contract completion date can be extended, at no additional cost, by mutual agreement for up to three additional six month periods.

ORIGINAL AGREEMENT AMOUNTS \$ 13,500
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 38,175
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 21,600
NEW TOTAL AGREEMENT AMOUNTS \$ 73,275

Foothill-DeAnza Community College District Change No. 3
To Agreement/Purchase Order No. MC111601

In any event, the total payment for services of contractor shall not exceed \$ 73,275
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first
paragraph of this contract, and shall continue until June 30 2013.

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.

Title: Prime Contract Change Order # 03
Vendor: OC Jones & Sons Inc.
Agreement Date: February 15, 2012
Campus: De Anza College
Project Number: 206
Project Name: Stadium and Track
Amount: \$ 162,547
For: Prime Contract Change Order #03 - revises the original contract sum between the District and OC Jones & Sons, Inc. for the following changes:

Additional scope for replacement of domestic and irrigation water lines due to removed Transite pipe; replacement of an irrigation connection; upgrading the existing Environmental Studies Area (ESA) Building's fire alarm system to be compatible with Kirsch Building's fire alarm system; and a credit for scope removal of conduit and wire for the Fire Alarm connection from the Restroom building to the ESA Building. Also includes expediting concrete work and soil handling on a Time & Material Not-To-Exceed basis; modifies to the Final Completion date of the bleacher installation and all-weather track surfacing; and ensures field readiness and availability for the first scheduled football game.

This Change Order also includes a negotiated agreement for six (6) compensable days for all current work associated with this Change Order and two (2) non-compensable days and adds a project Final Completion date of November 12, 2012.

The total Change Orders to date represent 5.63% against the original contract amount. Funding for this change is available within the current budget.

Action Requested: Approval



Prime Contract Change Order

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

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

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

Gilbane/MAAS

Date: 8/27/2012
To Contractor:
OC Jones & Sons Inc.
1520 Fourth St.
Berkeley, CA 94710

DSA Number 01-112204
Project # 206
Contract Date: 2/15/2012
Contract Number: MC120797
Change Order Number: 003

The Contract is hereby revised by the following items:

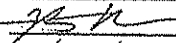
PCO	Description	Amount
011	Deduct for removal of scope - Conduit and wire of Fire Alarm From Restroom Bldg Feed to ESA Bldg - OD	\$(3,865)
014	Add New water line for NW drinking fountain. (E) lateral not found - ADDC	\$4,926
018	Bulletin #010 - Relocate Irrigation connection at NW Corner of Site - ADDC	\$3,705
020	Bulletin #007 - Install 300LF of 6" C900 Domestic Water and 240LF of Irrigation Water lines along Soccer due to removed transite pipe - ADDC	\$61,700
021	Bulletin #007 - Install 300LF of 6" C900 Domestic Water along PE 6 due to removed transite pipe - ADDC	\$60,742
036	Upgrades to make the existing Fire System at the ESA Bldg compatible with Kirsch Bldg existing Fire System - ADDC	\$4,339
038	6 Day All-Inclusive Negotiated, compensable schedule adjustment. Settles any time associated with all current work thru the date of settlement by OC Jones and its subcontractors and resolves milestone #1 completion - ADDC	\$9,000
046	Expediting concrete work and soil handling on a T&M NTE Basis - FC	\$12,000
047	Agreement to modify completion dates of Bleacher Installation and All-Weather Track Surfacing to meet Oct 10, 2012 substantial completion milestone #3, and a final completion date of Nov 12, 2012, 2-Day non-compensable - FC	\$10,000

The original Contract Value was.....	\$5,394,000
Sum of changes by prior Prime Contract Change Orders.....	\$141,351
The Contract Value prior to this Prime Contract Change Order was.....	\$5,535,351
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$162,547
The new Contract Value including this Prime Contract Change Order will be.....	\$5,697,898
The Contract duration will be changed by.....	8 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/10/2012

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

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

Verde Design, Inc.
ARCHITECT
2455 The Alameda
Suite 200
Address
By Dennis Bethke
SIGNATURE
DATE

OC Jones & Sons Inc.
CONTRACTOR
1520 Fourth St.
Berkeley, CA 94710
Address
By Pete Benson
SIGNATURE 
DATE 8/10/12

Foothill-De Anza Community College District
OWNER
12345 El Monte Road
Los Altos Hills, CA 94022
Address
By Charles Allen
SIGNATURE
DATE

College Approval
By Letha Jeanpierre
Signature
DATE

Title: Change Order No. 4 to Agreement for Services
Vendor: BSK Associates, Engineers & Laboratories
Agreement Date: March 23, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 46,000.00
For: Additional testing & inspection services for welding and ceiling support, and for testing of exterior wall panels, as required by the Division of the State Architect.

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

Action Requested: Approval

Foothill-DeAnza Community College District Change No. 4
To Agreement/Purchase Order No. MC111070T

CHANGE NO. 4 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 10 day of August, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and BSK Associate, Engineers & Laboratories hereinafter called "Contractor."

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

1. Services to be performed by Contractor.
(check one box)
☐ No Change
☒ In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
2. Payments.
(check one box)
☐ No Change
☒ In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
3. Contract Term.
(check one box)
☐ No Change
☒ This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
4. Other changes.
(check one box)
☒ No Change
☐ Describe applicable changes in detail:

Revised EXHIBIT "A"

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

hereinafter called "Contractor".

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

Additional Test & Special Inspections for the following:

- Two additional shop welding days for the replacement of handrail supports at the elevator
- Fourteen additional days for field welding of repairs and from RFI's
- Additional days anticipated for miscellaneous repairs, RFI's and finish work,
- Fourteen days of ceiling wire load testing and cabinet anchorage testing
- Weld Procedure Specification (WPS) reviews and re-reviews

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

This is a T&M contract not to exceed \$46,000.00.

ORIGINAL AGREEMENT AMOUNT \$ 192,533.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 176,787.50
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 46,000.00
NEW TOTAL AGREEMENT AMOUNT \$ 415,320.50

Foothill-DeAnza Community College District Change No. 4
To Agreement/Purchase Order No. MC111070T

In any event, the total payment for services of contractor shall not exceed \$ 46,000.00
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 the contract shall commence on the date specified in the first
paragraph of the contract, and shall continue until September 30, 2012.

Elizabeth A. Levi

Authorized Contractor Signature

Date

Print name Elizabeth Levi

BSK Associates

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

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