

Board of Trustees Agenda Item

Board Meeting Date: December 10, 2012

Title of Item: **Measure E Consent**

Background and Analysis:

Aggregate amount of these items is: \$7,000

Foothill College (only) –

- A) American Consulting Engineers Electrical, Inc. – Change #1 to Agreement for Services – Minor Improvements - \$7,000

Central Services

- B) Hensel Phelps construction Company – Change #1 to Preconstruction Services Agreement – Data Center “E” - \$0

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 x6150
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: Change No. 1 to Agreement for Services
Vendor: American Consulting Engineers Electrical, Inc.
Agreement Date: 2/7/2011
Campus: Foothill College
Project Number: 176
Project Name: Minor Improvements
Amount: \$7,000.00
For: Additional services for design changes to lighting, design for infrastructure of data/media, and contract time extension.

The funding is included in the current budget.

Action Requested: Ratification

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 3 day of December, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and American Consulting Engineers Electrical, Inc. 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:

Foothill-DeAnza Community College District Change No. 01
To Agreement/Purchase Order No. ME120788

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
American Consulting Engineers Electrical, 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.)

Reference the attached EXHIBIT "B".

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

Additional Services will be provided for the sum of \$7,000.00 (Seven Thousand dollars) and will be performed under the terms and conditions of the original contract.

Remit payment applications to:

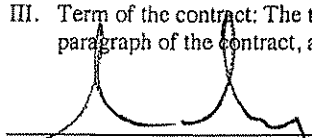
Gilbane/MAAS
Attn: Susan Moore
12345 El Monte Road
Bldg. 5998
Los Altos Hills, CA 94022

ORIGINAL AGREEMENT AMOUNT \$22,000.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$0.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$7,000.00
NEW TOTAL AGREEMENT AMOUNT \$29,000.00

Foothill-DeAnza Community College District Change No. 01
To Agreement/Purchase Order No. ME120788

In any event, the total payment for services of contractor shall not exceed \$ 29,000
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 December 31 2013.


Authorized Contractor Signature

11/13/12
Date

Print name SAMMY FERNANDEZ

AMERICAN CONSULTING ENGINEERS ELECTRICAL, INC.
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

Exhibit "B" to Agreement for Services

SCOPE OF SERVICES

I. Contractor's Description of Add to Services to be performed to the District

- 1.1 Data/Media Infrastructure - Addition of empty conduits to provide conduit paths for District ETS to run future cabling in both Rooms 1601 & 1602. The proposed scope for the data infrastructure is as follows:
 - a) Provide empty conduits/surface raceways and box at teaching wall for future data drops. Provide future pull can in wall to allow for pulling of cables.
 - b) Provide empty conduit in ceiling for future overhead projector.
 - c) Provide single gang data outlets next to future overhead projectors and on wall next to future projection screen.
 - d) Provide projector mount for future overhead projector.
- 1.2 Power Outlets - The proposed scope for addition of dedicated outlets for the future media equipment in both Rooms 1601 & 1602 is as follows:
 - a) Provide dedicated outlets on teaching wall and ceiling projectors. Homerun new circuits from (E) panel.
 - b) Review (E) panel loads to accommodate new dedicated outlets. Provide panel schedules to identify loads and new circuits.
- 1.3 Lighting System - Present other lighting options for incandescent tracking lighting and florescent lighting to increase light output without exceeding Title 24 requirements in both Rooms 1601 and 1602
 - a) Review and propose (N) wall light fixture types per end users input.
 - b) Re-survey and review proposed (N) track lighting layout in Room 1601 with end users input.
 - c) Review foot-candle level and Title 24 compliance in regards to additional lighting requirements by Users. Provide about (2) foot-candle runs and Title 24 calculations to review light level output performance and fixtures types with owner.
 - d) Provide and adjust Title 24 calculations based on end-user's final selected light fixture types.
 - e) Provide and re-design lighting at the teaching wall to accommodate needs of the Users and coordinate with District ETS.

End of Exhibit B

B

Title: Change No. 1 to Preconstruction Services Agreement
Vendor: Hensel Phelps Construction Company
Agreement Date: April 29, 2011
Campus: Foothill College
Project Number: 419
Project Name: Data Center "E"
Amount: \$0
For: A no-cost contract time extension to allow completion of contract services. Contract extended through January 10, 2014.

Action Requested: Ratification

CHANGE No. 1
TO
PRECONSTRUCTION SERVICES AGREEMENT
FOR
FOOTHILL-DE ANZA DATA CENTER
FOOTHILL COLLEGE
LOS ALTOS HILLS, CALIFORNIA

The Agreement is changed only as described herein. All other terms, conditions and prices remain unchanged. This Change to the Agreement is entered this _____ day of _____, 2012, by and between the Foothill-De Anza Community College District, a public entity of the State of California, hereinafter called "District" and Hensel Phelps Construction Company, hereinafter called "Contractor."

1. CHANGED DURATION OF CONTRACT: Include a no-cost time extension through January 10, 2014, to allow for completion of services due to delays in the project. Submit all invoices no later than 45 days prior to the new expiration date of this Agreement.

2. COMPENSATION:

Original Agreement value, including Reimbursables:	\$ 93,400.00
Net change in contract value due to this Revision #1:	\$ 0.00
New contract value including this amendment:	\$ 93,400.00

3. CHANGE No. 1 agreed to by:

HENSEL PHELPS CONSTRUCTION COMPANY

Authorized Contractor Signature

Date

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Date

Charles Allen, Executive Director
Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hills, California 94022

Date Approved By Board of Trustees: December 2, 2012