

**PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of September 16, 2008**

ITEM #

ITEM TITLE:

Ratification of Agreement for Architectural Services with Colland Jang Architecture for Berkeley City College Measure A Short-Term Construction Projects

SPECIFIC BOARD ACTION REQUESTED:

Ratification is requested of an agreement with Colland Jang Architecture to provide architectural services for the Berkeley City College Measure A Short-Term Construction Projects, in the not-to-exceed amount of \$67,500.

ITEM SUMMARY:

The project scope of services is:

- Produce documents for interior building alterations to comply with adopted codes and ordinances (for a submittal to the Division of the State Architect).
- Assist the District in securing DSA approval(s).

Board approval is required because the cumulative total of purchase orders issued to Colland Jang Architecture exceeds the bid threshold. Because it was necessary to authorize the services to begin during the Board recess period, the agreement was approved by the Chancellor, permitted under the Chancellor Authorization to Sign (Resolution 99/00-5).

BACKGROUND/ANALYSIS:

Based on their relevant experience, Colland Jang Architecture was selected from the previously Board approved short list of architectural firms. The firm is located in Oakland.

ALTERNATIVES/OPTIONS:

Not applicable.

EVALUATION AND RECOMMENDED ACTION:

Ratification is recommended of an agreement with Colland Jang Architecture to provide architectural services for the Berkeley City College Measure A Short-Term Construction Projects, in the not-to-exceed amount of \$67,500.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Funding Source: Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 05/06-45, Exhibit A-1, Berkeley City College "Equipment, technology upgrades and facility and classroom improvement and expansions."

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ No X

COMMENTS:

No additional comments.

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

Vice Chancellor Ikharo

DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES _____ NO X

IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: Sadiq B. Ikharo Date: September 16, 2008
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

DOCUMENT PRESENTED BY:

Sadiq B. Ikharo Date: September 16, 2008
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

FINANCE DEPARTMENT REVIEW

X Finance review required _____ Finance review *not* required

If Finance review is required, determination is: ✓ Approved _____ Not Approved

If not approved, please give reason: _____

Signature: Thomas Smith Date: 9.9.08
Thomas Smith
Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

X Legal review required _____ Legal review *not* required

If Legal review is required, determination is: ✓ Approved _____ Not Approved

Signature: Thuy T. Nguyen Date: 9/9/08
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

X Approved, and Place on Agenda _____ Not Approved, but Place on Agenda

Signature: Elihu Harris Date: 9/8/08
Elihu Harris, Chancellor



Mark Sennette, Director of Capital Projects
Peralta Community College District
333 East 8th Street
Oakland, California 94606

re: Berkeley City College – Measure “A” Short Term Construction Projects – Phase II, Berkeley, California

Dear Mark:

We are pleased to submit this proposal to you to provide professional design services for the aforementioned project.

SCOPE OF SERVICES

The scope of our services will be to:

- Produce documents for interior building alterations to comply with adopted codes and ordinances (for a submittal to the Division of the State Architect).
- Assist the District in securing DSA approval(s).

Project scope shall be based on the spreadsheet prepared by Bovis Lend Lease, dated February 25, 2008, and staff meeting minutes (conducted by Bovis Lend Lease), dated 11-29-07, 11-30-07, 12-03-07, 12-06-07, 12-11-07, 12-12-07, 01-18-08 and 01-24-08. We fully expect that there will be the need to retain engineering consultants to include, but not limited to, electrical and structural engineers. At this time, we are prepared to retain BWF Consulting Engineers, an electrical engineering firm, to address the Measure “A” scope (attached for information only).

FEE PROPOSAL

Given the need for flexibility, design services is best handled on a time and material basis with a not-to-exceed fee. We are proposing a not-to-exceed fee of \$67,500.00 (includes electrical engineer).

For time and material services, our current billing rates are as follows: Principal: \$195/hr; Designer: \$95/hr; Administrative Support: \$55/hr. Expenses (billable at the rate of 1.1 times our direct costs) such as artist renderings, drawing reproductions, Title 24 energy calculations, etc. shall be considered reimbursable material costs.

Consultant services required after acceptance of this proposal shall be considered additional services (billable at the rate of 1.1 times our direct costs).

Colland Jang Architecture
211 Tenth Street, Suite 328, Oakland, California 94607
(510) 839-2820 fax (510) 839-7828
e-mail colland@aol.com

MISCELLANEOUS PROVISIONS

Progress Payments:

Payments for services shall be made from monthly billings based on the work performed. Payments for professional services and reimbursement of expenses in accordance with the foregoing shall be upon receipt of invoice. Carry charges for overdue accounts beyond thirty (30) days of billing date are charged at 1.5% of the amount due, compounded monthly.

Termination of Agreement:

This agreement may be terminated by either party upon fifteen (15) days written notice. In the event of termination, Colland Jang Architecture shall be paid for all services performed to the date of termination.

Limits of Liability:

The Owner shall limit liability of the Architect to an amount equal to the Architect's fee.

Dispute Resolution:

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Hazardous Materials Disclaimer:

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Extent of Agreement:

The agreement, including these Miscellaneous Provisions, represent the entire agreement, between Client and Architect and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by both Client and Architect

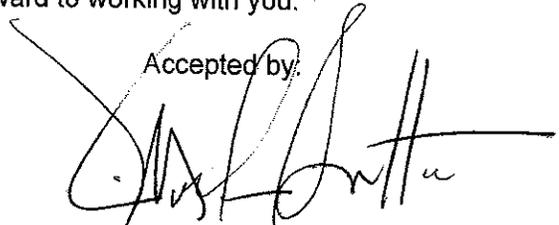
We trust this proposal meets your needs for this project. Please feel free to contact our office should you have any questions. Please acknowledge your acceptance of this proposal by signing in the space provided below. This proposal will be withdrawn if acceptance is not made within 30 days from the date of this letter. We look forward to working with you.

Sincerely,



Colland Jang
Licensed Architect C9570

Accepted by:



Mark Sennette

Date: 12, June 2008

Colland Jang Architecture

211 Tenth Street, Suite 328, Oakland, California 94607

(510) 839-2820 fax (510) 839-7828

e-mail colland@aol.com



BWF CONSULTING ENGINEERS
ELECTRICAL ENGINEERING

510 MYRTLE AVENUE, SUITE 100 • SOUTH SAN FRANCISCO, CA 94080 • TELEPHONE (650) 871-0220
WWW.BWFCE.COM FAX (650) 871-0224

BWF Job Number: P0831

Colland Jang
Colland Jang Architect
211 - 10th Street, Suite 328
Oakland, CA 94607

Subject: Berkeley Community College
Measure A Short Term Projects

Dear Colland:

Per your request, we propose to provide electrical engineering services for the above referenced project.

PROJECT DESCRIPTION

Improvements for Measure A, based on Measure A Short Term Project List and Meeting Minutes from 11/29/07, 11/30/07, 11/23/07, 12/6/07, 12/11/07, 12/12/07, 1/18/08, and 1/24/08.

SCOPE OF SERVICES

The scope of services is limited to electrical design for improvement of the existing spaces.

Work will include:

1. Site visit to review existing conditions
2. Design drawings and specifications
3. Load calculations
4. Coordination with Vincent Koo for data and wireless access requirements
5. Coordinate with AV Consultant and Security Consultant for power and raceways.
6. Two design meetings
7. Pick up DSA comments
8. Submittal review
9. Two construction site visits with report

EXCLUDED SERVICES

Excluded services include, but are not necessarily limited to, the following:

1. Architectural, Structural, Mechanical, Plumbing, Fire Protection and Civil Engineering
2. AV Systems
3. Security Camera Systems
4. Additional site visits by consultant
5. Extra prints or plots
6. Additive or deductive alternates to the plans and specifications
7. Revisions to the Consultant's design or drawings because of changes in scope, arrangements, or structure after the final design calculations and/or drawings have been completed.
8. Building permit, plan check and testing/inspection fees
9. Construction cost estimates
10. Re-design due to the construction costs exceeding project budget

COMPENSATION

We propose that our fee for this work will be a lump sum of \$28,000

Our fee proposal for this work is broken down as follows:

Design Drawings and Specifications	\$	22,000
DSA Review		1,000
Bidding		1,000
Construction Administration	\$	<u>4,000</u>
Total	\$	28,000

Reimbursable expenses (overnight shipping, extra prints, mileage, etc.) incurred by BWF on your behalf will be billed at 1.1 times actual cost.

Our billing schedule will be monthly based on percentage complete.

Additional services requested by you will be on an hourly basis at our standard hourly billing rates in effect at the time of the request, or quoted on a not-to-exceed basis depending on the scope.

INFORMATION PROVIDED BY OTHERS

BWF shall indicate to Colland Jang Architect the information needed for rendering of services thereunder. Colland Jang Architect shall provide BWF with such information as is available and BWF shall be entitled to rely upon the accuracy and completeness thereof. Colland Jang Architect recognizes that it is impossible for BWF to assure the accuracy completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information Colland Jang Architect is providing. Accordingly Colland Jang Architect agrees to indemnify and hold BWF harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by Colland Jang Architect to BWF Consulting Engineers

VISUAL ON-SITE OBSERVATION SERVICES AND VERIFICATION OF EXISTING CONDITIONS

Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Colland Jang Architect agrees, to the fullest extent permitted by law, to indemnify and hold BWF Consulting Engineers harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of BWF Consulting Engineers' services under this Agreement, except for the sole negligence or willful misconduct of BWF Consulting Engineers.

TERMINATION

Either Colland Jang Architect or BWF Consulting Engineers may terminate this Agreement at any time with or without cause upon giving the other party one (1) calendar day prior written notice. Within ten (10) calendar days of termination, Colland Jang Architect shall pay BWF for all services rendered and all costs incurred up to the date of termination. Reimbursement for services rendered shall be based on BWF Consulting Engineers' time up to the point of termination and shall be billed at rates in effect at the time of termination.

We appreciate the opportunity to submit a proposal for this project and look forward to working with you. If you have any questions, please call.

Sincerely,



Michael Voigtlander