

**PERALTA COMMUNITY COLLEGE DISTRICT  
Board of Trustees Agenda Report  
For the Trustee Meeting Date of October 14, 2008**

ITEM # 27

**ITEM TITLE:**

Consider Approval of Amendment to Contract with Carrier Johnson + Culture for District-Wide Wayfinding and Room Identification, Phase II

**SPECIFIC BOARD ACTION REQUESTED:**

Approval is requested for an amendment to the contract with Carrier Johnson + Culture for additional signage and wayfinding needs outside the original scope of services, at a fee of \$95,000.

**ITEM SUMMARY:**

The additional services to be provided are:

Scope	Fee
College of Alameda Building A signage assessment, design revisions, and integration into Signage Standards Manual. (Signage for Building A was originally included in the Renovation to Building A project, but the scope was added to this project so the signage would be designed to the new standard. There will be a deduct to the original contract to Marcy Wong, project architect, to compensate for changes in services.)	\$35,000
Multiple campus parking signage, design and integration into Signage Standards Manual. Multiple campus freestanding electronic signage design (marquees).	\$60,000
<b>TOTAL:</b>	<b>\$95,000</b>

**BACKGROUND/ANALYSIS:**

The original contract with Carrier Johnson + Culture was approved at the Board meeting of October 9, 2007, in the amount of \$98,000. This amendment will increase the total contract amount to \$193,000.

**ALTERNATIVES/OPTIONS:**

Not applicable.

**EVALUATION AND RECOMMENDED ACTION:**

Approval is recommended for an amendment to the contract with Carrier Johnson + Culture for additional signage and wayfinding needs outside the original scope of services, at a fee of \$95,000.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 05/06-45, Exhibit A-1, District-Wide Projects, "Communication, bell and fire alarm systems."

**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: October 14, 2008  
Dr. Sadiq B. Ikharo  
Vice Chancellor of General Services

**DOCUMENT PRESENTED BY:**

Sadiq B. Ikharo Date: October 14, 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: 10-7-08  
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: X Approved \_\_\_\_\_ Not Approved

Signature: Thuy T. Nguyen Date: 10/7/08  
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: 10/6/08  
Elihu Harris, Chancellor

September 8, 2008

Mark Sennette  
Director of Capital Projects  
Peralta Community College District  
333 East Eight Street  
Oakland, CA 94606

**RE:** Addendum to District Wide Wayfinding and Room Identification Sign Consultant Agreement  
Oakland, California

Dear Mark,

It is Carrier Johnson + Culture's pleasure to present this proposal for Additional Services to the Peralta Community College District.

#### **PURPOSE OF PROPOSAL**

This Proposal is entered into between Peralta Community College District (hereinafter referred to as "Client") and Carrier Johnson. This Proposal when signed by Client and Carrier Johnson is intended to form a binding and legally enforceable agreement between the parties (hereinafter referred to as the "Agreement"). Any subsequent agreements between the parties shall incorporate the terms and conditions set forth in this Agreement. This Agreement may be amended, modified or superseded only by a written instrument signed by both Client and Carrier Johnson.

#### **PROJECT DESCRIPTION**

This proposal will address the Peralta Community College District's additional signage and wayfinding needs outside the original scope of services, stated in our Response to Proposal (RFP) No. 07-08/08.

#### **SCOPE OF SERVICES**

Carrier Johnson + Culture will address the following services for the Peralta Community College District, including Merritt College, Laney College, Berkeley City College, and College of Alameda.

1. Multiple Campus Parking Signage Assessment, Design and Integration into Signage Standards Manual.
2. Multiple Campus Freestanding Electronic Signage Design.
3. Campus- Specific (College of Alameda) Signage Assessment, Design Revisions, and Integration into Signage Standards Manual.

**COMPENSATION**

Carrier Johnson proposes to provide the Scope of Services in a two phased approach on a lump sum basis.

**Phase I:**

**Campus- Specific (College of Alameda) Signage Assessment, Design Revisions, and Integration into Signage Standards Manual.**

<b>Design Phase</b>	<b>Fee</b>
Phase I - Programming	\$6,000.
Phase II - Schematic Design	\$5,000.
Phase III - Design Development	\$6,000.
Phase IV – Bid Documentation	\$8,000.
Phase V - Design Intent/ Manual Completion	\$10,000.
<b>Total</b>	<b>\$35,000.</b>
<b>Signature for Approval for Phase I</b>	

**Phase II:**

**Multiple Campus Parking Signage Assessment, Design and Integration into Signage Standards Manual.**

**Multiple Campus Freestanding Electronic Signage Design.**

<b>Design Phase</b>	<b>Fee</b>
Phase I - Programming	\$10,000.
Phase II - Schematic Design	\$12,000.
Phase III - Design Development	\$12,000.
Phase IV – Bid Documentation	\$13,000.
Phase V - Design Intent/ Manual Completion	\$13,000.
<b>Total</b>	<b>\$60,000.</b>
<b>Signature for Approval for Phase II</b>	

This total estimated compensation excludes cost of project related expenses, see attached Rate Schedule.

Additional services, outside the Scope of Services identified above will be provided on an hourly basis per the attached Rate Schedule. This agreement will be equitably adjusted in compensation and/ or schedule to reflect Client requested scope changes that cause a change in project schedule, building program, scope, and/or design direction.

Method of Compensation: Carrier Johnson shall provide a monthly statement of amounts due for Basic Services, Additional Services and Reimbursable Expenses relative to the work performed during the previous billing period. Amounts billed shall be due upon presentation and shall be considered delinquent if not paid within thirty (30) days from the billing date. Amounts due and unpaid shall bear a monthly late fee of 1-1/2% on past due balances, from the date payment is due. Projects with balances past due and unpaid after sixty (60) days from the billing date shall be stopped until accounts are current.

#### **ADDITIONAL PROVISIONS**

##### **A. Assignment**

- 1) Neither Client nor Carrier Johnson shall assign this Agreement without the written consent of the other.

##### **B. Instruments of Services**

- 1) Drawings, Specifications and other documents, including those in electronic form, prepared by Carrier Johnson and Carrier Johnson's consultants are Instruments of Service for use solely with respect to this Project. Carrier Johnson and Carrier Johnson's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- 2) Any copies of Carrier Johnson's Instruments of Service provided to Client are for Client's exclusive internal use only. Client shall not provide Instruments of Service to any individual or entity not a party to the Agreement without the prior written consent of Carrier Johnson. No individual or entity not a party to this Agreement shall be permitted to use Carrier Johnson's Instruments of Service without the prior written consent of Carrier Johnson. If this Agreement is terminated for any reason prior to completion of the services called for herein, Client shall return to Carrier Johnson, within five (5) days, all originals and reproductions of Carrier Johnson's Instruments of Service in Client's possession, custody or control.
- 3) Client to the fullest extent permitted by law, shall waive any claim against Carrier Johnson and shall defend, indemnify and hold harmless Carrier Johnson from any claim or liability for injury or loss allegedly arising from any unauthorized use of Carrier Johnson's Instruments of Service.

##### **C. Dispute Resolution / Choice of Law**

- 1) Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held before a mutually agreeable mediator with the San Diego Office of JAMS and shall take place in San Diego, California.
- 2) In the event that mediation is not successful in resolving any dispute, then in accordance with the terms and provisions of this Agreement, any party to the dispute that participated in mediation may institute a legal or equitable proceeding. Any legal or equitable proceeding relating to or arising from this agreement shall be filed and maintained in the Central Branch (Downtown Civil) of the San Diego Superior Court. This Agreement and any dispute arising herefrom shall be governed by California law.
- 3) In the event of any legal or equitable proceeding arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including attorney's fees, expert fees, staff time, court costs and all other related expenses.

##### **D. Limitation of Liability**

- 1) Client hereby agrees to limit its total recovery in any claim, dispute, legal proceeding or litigation against Carrier Johnson to Carrier Johnson's Professional Liability Policy deductible regardless of the

amount of any judgment that may be obtained in connection with any such claim, dispute, legal proceeding or litigation. This limit is intended to include any claim for fees, costs, interest and litigation related expenses of any kind or nature whatsoever.

- 2) Client agrees that as its sole and exclusive remedy any claim, demand or suit shall be directed and/or asserted only against Carrier Johnson, a California Corporation and not against any of Carrier Johnson's individual owners, members, principals, shareholders, officers or directors including any Architect that affixes his or her seal on the project plans.
- 3) Carrier Johnson shall not be liable to Client for any incidental, indirect or consequential damages arising out of or in any way connected to the Project or this Agreement, including, but not limited to loss of use, loss of profit, loss of income or any damages related to any alleged delays in completion of the project.

E. Indemnity

- 1) Carrier Johnson agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Carrier Johnson's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Carrier Johnson is legally liable.
- 2) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Carrier Johnson, its officers, directors, employees and subconsultants (collectively, Carrier Johnson) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom Client is legally liable.
- 3) Neither Client nor Carrier Johnson shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or intentional acts.

F. Completion

- 1) It is expressly understood that Carrier Johnson will endeavor to complete the project within a reasonable time frame; however, it is also understood that completion may be delayed through no fault of Carrier Johnson. Carrier Johnson shall not be responsible for any delays caused by Client, Client's consultants, government regulatory agencies or any other entity that are not directly under Carrier Johnson's control.

G. Marketing

- 1) Carrier Johnson reserves the right to utilize, through photography or other representation, said project for marketing and advertising.

**TERMINATION OF AGREEMENT**

- A. This Agreement may be terminated by the Client or Carrier Johnson at any time, through no fault of the party initiating the termination, by giving the other party ten (10) business days' prior written notice. In the event of termination, Carrier Johnson shall be compensated for all services performed to the date the written termination notice is received (by facsimile or by mail), including all Additional Services and Reimbursable Expenses then due.

We look forward to the opportunity to work with Peralta Community College District. Should you have any questions, please do not hesitate to call. Please provide your acceptance by signing below. Return one copy of this document to Carrier Johnson. Please keep the other for your records.

Sincerely,

**CARRIER JOHNSON**

A California Corporation

By: \_\_\_\_\_  
Gordon Carrier  
Principal

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

**COMPANY NAME**

By: Sadiq B. Ikhano  
~~Mark Sennette~~ SADIQ B. IKHANO  
Director of Capital Projects VICE CHANCELLOR

Date: 9/17/08

Attachment: Hourly Rate Schedule

**Hourly Rate Schedule**

**EFFECTIVE MAY 31, 2008.**

<b>TITLE</b>	<b>HOURLY BILLING RATE</b>
Design Principal	\$ 325.00
Principal	\$ 240.00
Associate Principal	\$ 220.00
Sr. Proj. Manager	\$ 200.00
Sr. Proj. Designer / Sr. Proj. Architect / Sr. Interior Designer	\$ 190.00
Project Manager / Project Architect	\$ 170.00
Project Designer / Interior Designer	\$ 135.00
Designer	\$ 115.00
Jr. Designer / Technical Support	\$ 95.00
Intern / Administrative Support	\$ 70.00

1. Consultants are billed with a 20% mark-up to cover additional time associated with coordinating their services.
2. Actual out-of-pocket expenses for travel, reproduction, photography, messenger, etc. are billed with a 15% mark-up to cover the administrative costs of handling these items. Direct billing to client accounts is another viable option.
3. Billing Rates are subject to revision every six months.
4. Expert Witness Rates available upon request.