

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of November 18, 2008

ITEM# 31

ITEM TITLE:

Consider Approval of Amendment to Agreement for Architectural Services with Gelfand Partners Architects for College of Alameda Modernization and Short-Term Projects

SPECIFIC BOARD ACTION REQUESTED:

Approval is requested for an amendment to the Agreement for Architectural Services with Gelfand Partners Architects for College of Alameda Modernization and Short-Term Projects , at a fee of \$5,841.

ITEM SUMMARY:

Approval is requested for an amendment to the Agreement for Architectural Services with Gelfand Partners Architects, the architects for the College of Alameda Modernization and Short-Term Projects, for a fee of \$5,841. Under this amendment the following services will be provided:

- An amendment to this project was approved at the Board meeting of May 20, 2008, which included architectural services for the ADA Restroom Upgrade Project. The amount approved was inadvertently reduced by \$370. This amendment will add back the \$370.
- Cost estimation services for the ADA Restroom Upgrade Project, in the amount of \$3,960.
- Not-to-exceed reimbursable expense allowance of \$1,511, which is 3% of the total fee (\$50,370) for the ADA Restroom Upgrade Project. This amount was not included in the original Board approval.

BACKGROUND/ANALYSIS:

At the meeting of January 29, 2008, the Board approved the Chancellor entering into an agreement for architectural services with Gelfand Partners Architects in the amount of \$107,800. At the meeting of May 20, 2008, an amendment was approved by the Board in the amount of \$75,500. (\$50,370 was the fee for the restroom project. The remaining \$25,500 was the fee for structural calculations as required by the Division of the State Architect for the concrete modifications to the women's locker room and the gym skylight modifications). Including the currently requested amendment in the amount of \$5,841, the total fee will be \$189,141. Construction for the ADA Restroom Upgrade project is targeted for the summer of 2009.

ALTERNATIVES/OPTIONS:

Not applicable.

EVALUATION AND RECOMMENDED ACTION:

Approval is recommended for an amendment to the Agreement for Architectural Services with Gelfand Partners Architects for College of Alameda Modernization and Short-Term Projects, at a fee of \$5,841.

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, College of Alameda "Remodeling and equipping classroom and campus facilities," and "Handicapped accessibility."

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 Ikhara

DID A BOARD STANDING COMMITTEE APPROVE THE ITEM? YES _____ No X

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

DOCUMENT PREPARED BY:

Prepared by: Sadiq B. Ikharo
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

Date: 11-07-08

DOCUMENT PRESENTED BY:

Sadiq B. Ikharo
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

Date: 11-07-08

FINANCE DEPARTMENT REVIEW

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
Thomas Smith
Vice Chancellor for Finance and Administration

Date: 11-7-08

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

Legal review required Legal review *not* required

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

Signature: Thuy T. Nguyen
Thuy T. Nguyen, General Counsel

Date: 11/6/08

CHANCELLOR'S OFFICE APPROVAL

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

Signature: Elifu Harris
Elifu Harris, Chancellor

Date: 11/7/08

October 29, 2008

Mark Sennette
Director of Capital Projects
333 E. 8th Street
Oakland, CA 94606

Re: College of Alameda
Restroom Upgrade COA

Subj.: Approval Letter – 021
Gelfand Partners – Cost Estimator

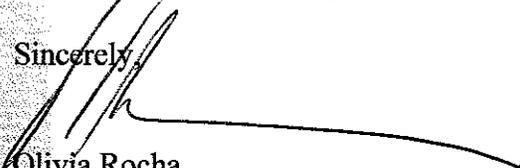
Mark:

I would like to place a modification to Gelfand Partners Architects for cost estimating services in relationship to the Toilet Room Upgrade at COA.

As you may recall this is added scope for Gelfand and their proposal for these services was approved by the Board May 20, 2008. However, cost estimating services was not included. In order for the District to anticipate the cost of construction it is imperative that an outside cost estimator be part of the service provided.

The Toilet Room project is soon to be submitted to DSA for approval. Please let me know if this item can be placed on the Board.

Sincerely,



Olivia Rocha
Project Manager

Attachment:
Proposal

Mark Sennette, Director of Capital Projects

Date

Dr. Ikharo, Vice Chancellor of General Services

Date



Olivia Rocha
333 East 8th Street
Oakland, CA 94606

October 28, 2008

Re: College of Alameda: Additional architectural services – Cost estimation for additional toilet rooms in buildings "B", "L" and "Diesel Mechanics" ["DM"]

Dear Olivia:

The following is a request for additional services to have our estimator evaluate the 6/23/08 drawings of the "B", "L", and "DM" buildings. I have attached our estimator's proposal.

Our proposed fees are as follows:

Estimate fee for buildings "B", "L", & "DM" [x 1.1]	\$3,960.00
TOTAL FEES	\$3,960.00

Thank you for this opportunity to be of service.

Yours,
Gelfand Partners Architects

A handwritten signature in black ink, appearing to read 'Lisa Gelfand', is written over a faint, dotted grid background.

Lisa Gelfand, AIA
President



595 Market Street Ste.400
San Francisco, CA 94105
TEL: 415-291-3200
FAX: 415-291-3201
www.lelandsaylor.com

October 1, 2008

Mr. Larry Schadt
Gelfand Partners Architects
450 Geary Street, Ste 100
San Francisco, CA 94102

**RE: College of Alameda
Alameda, CA
LSA Quote #Q08-629**

Dear Mr. Schadt:

We are pleased to submit our proposal for consulting services for the above-referenced project as follows:

1. **Building Description:** Project to include demo and remodel of bathrooms in three buildings. Estimate will be prepared for each of the three buildings and summarized on a single sheet.

2. **Task Description:**

2.1 Construction Documents Estimate in 16 part CSI format.....(1 LS) \$2,400.00

TOTAL:\$2,400.00

3. Supplemental Consulting: All work not specifically covered by the fixed fees above shall be billed on a time and materials basis in accordance with LSA's current schedule of fees and the terms of this agreement. **Additional work includes any work not included in this agreement which may be requested by agencies and/or owners, such as preparation for meetings or attendance of meetings, additional estimates not in scope, reconciliation of LSA's estimate(s) with other estimate(s), value engineering services and services related to litigation. Requests for such meetings, studies and additional estimates not in scope must be authorized in writing.**

BUDGETTime and Materials



Page 2 of 3
October 1, 2008
Quote #Q08-629
College of Alameda
Alameda, CA

Should the scope or budget vary significantly from that stated, LSA reserves the right to adjust its proposal accordingly.

This quotation is subject to review of all documents prior to start of work. All documents must be in-house prior to start of work. If additional documentation is received after substantial completion of our estimate, incorporation of revised drawings will be billed on a Time & Materials basis. All estimates require a minimum of two weeks from notice to proceed to completion of estimate.

Please note that our estimators work from paper drawings and that electronic drawings will be sent out to be printed at \$15/page (one full size and one ½ size set). These charges may be avoided by sending us paper copies. Project documents may be sent to the attention of Mike Kritscher, Chief Estimator. Please contact Mike with all technical and scheduling questions.

Leland Saylor Associates shall perform all of its work in accordance with accepted estimating standards and practices.

Please sign and date this agreement to indicate your acceptance of this proposal and return it to this office. Terms and conditions appearing on the third page of this letter are a part of this agreement. This quotation is valid for a period of 60 days.

If you have any questions or wish further information, please call me.

Cordially yours,

Mike Kritscher C.P.E.
LELAND SAYLOR ASSOCIATES

Accepted for: **Gelfand Partners Architects**

By: _____

Date: _____

MK/am

CONTRACT CONDITIONS

The following Contract Conditions are hereby made a part of the preceding proposal.

SCOPE OF THE AGREEMENT

Please refer to the attached proposal letter for Scope Definition.

CONTRACT CONDITIONS

The terms and conditions of this proposal constitute the entire agreement between the parties. Any terms, provisions or conditions in the client's purchase orders, correspondence, or other forms which are inconsistent with the terms, provisions or conditions of LSA's documents are void, unenforceable, and not a part of the agreement. Retainer funds not exhausted are returned upon completion of services.

LIMITATIONS ON LIABILITY

LSA makes no warranties, express or implied, that opinions, services, estimates, and schedules rendered by its employees or officers will serve the function required, as it does not have control of the end product.

Services performed by LSA under this agreement shall not constitute it an architect, engineer, construction contractor or building inspector, nor impose upon it any obligation to assume, render or perform on behalf of the owner, architect, or engineer any responsibilities/duties performed by any of the above professionals.

The estimate(s) performed by LSA represent LSA's best judgment as an estimating professional familiar with the construction industry. It is recognized, however, that neither LSA nor the Architect has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, LSA cannot and does not warrant or represent that bids or negotiated prices for the Project will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by LSA.

INDEMNIFICATION

Client agrees to save and hold harmless LSA in a lawsuit or other proceeding relating to LSA services and obligations under this contract.

TIME OF PERFORMANCE

LSA shall not be held liable for any delay or failure to perform the work described in the agreement if such delay or failure is caused directly or indirectly by fire, flood, explosion, other casualty, strike, labor disturbance, state of war, insurrection, riot, government regulations, either existent or future restrictions, appropriations or any other cause beyond the control of LSA. In the event the Client requests termination of the work prior to the completion of a report, the office of LSA reserves the right to complete such analysis and records as are necessary to the project file in order and, where considered by the office of LSA necessary to protect professional reputation to complete a report on the work performed to date. A termination charge to cover thereof in an amount not to exceed 30 percent of all charges incurred up to the date of work stoppage may be made at the discretion of the office of LSA.

INVOICE AND PAYMENT POLICY

All projects are billed semi-monthly and payment is due on the tenth (10th) prox of the month following the month for which the services were invoiced. If payment is not received within thirty (30) days of the date of the invoice, the unpaid balance will be subject to a late payment fee, computed at the periodic rate of one and one-half percent (1 1/2%) per month.

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to the accrued interest and then to the principal unpaid amount PLUS a minimum of 1/2 hour each of Administrative time per month to cover the costs of monitoring the account. All attorneys' fees or other costs incurred in collection, any delinquent amount shall be paid by the Client. Overdue accounts, 5 days from date of statement will become delinquent ALL WORK SHALL BE STOPPED until all accrued charges, to date of delinquency, have been paid in full. Client agrees to pay all fees stipulated in the contract for the performance of the work, regardless of payment by owner. In the event owner does pay on account, all fees shall be paid within 2 weeks of payment by owner.

ATTORNEY FEES

In the event any process of law is resorted to by LSA to collect any monies due hereunder, the Client agrees to pay all costs, interest and attorney fees incurred.

COMPENSATION BILLING

(a) TIME AND CHARGES AND FIXED CONTRACTS

Labor and computer time will be charged in accordance with the Billing Rate Sheets that prevail at the time the work proceeds. LSA will adjust these rates each January 1 per CPI. Work performed in subsequent years to that in which the contract was signed will be billed at the adjusted rates. Overtime will be billed at regular hourly rates. Charges up to two (2) hours per weekday for travel outside of normal work hours or up to four (4) hours per day for weekends will be made.

(b) EXPENSES AND COSTS

Client agrees to pay all costs incurred by LSA in the performance of this contract. These costs shall include but not be limited to the following: materials, mileage, travel, graphics, document reproduction, consultants, long distance telephone calls, telex, fax, special handling and delivering, lodging per diem, etc. Such costs will be charged at the invoiced cost plus ten percent (10%). Per diem will be charged in accordance with the Rate Sheet and does not include the cost of the hotel, taxes, and transportation.

We reserve the right to suspend or terminate our services on any account not paid in accordance with the terms of this agreement.



595 Market Street Ste.400
San Francisco, CA 94105
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FAX: 415-291-3201
www.lelandsaylor.com

October 17, 2008

Mr. Larry Schadt
Gelfand Partners Architects
450 Geary Street, Ste 100
San Francisco, CA 94102

**RE: College of Alameda
Alameda, CA
LSA Quote #Q08-629R1**

Dear Mr. Schadt:

We are pleased to submit our proposal for consulting services for the above-referenced project as follows:

1. **Building Description:** Project to include demo and remodel of bathrooms in three buildings. Estimate will be prepared for each of the three buildings and summarized on a single sheet.

2. **Task Description:**

2.1 Update\$1,200.00

TOTAL:\$1,200.00

3. Supplemental Consulting: All work not specifically covered by the fixed fees above shall be billed on a time and materials basis in accordance with LSA's current schedule of fees and the terms of this agreement. **Additional work includes any work not included in this agreement which may be requested by agencies and/or owners, such as preparation for meetings or attendance of meetings, additional estimates not in scope, reconciliation of LSA's estimate(s) with other estimate(s), value engineering services and services related to litigation. Requests for such meetings, studies and additional estimates not in scope must be authorized in writing.**

BUDGETTime and Materials



Page 2 of 3
October 17, 2008
Quote #Q08-629R1
College of Alameda
Alameda, CA

Should the scope or budget vary significantly from that stated, LSA reserves the right to adjust its proposal accordingly.

This quotation is subject to review of all documents prior to start of work. All documents must be in-house prior to start of work. If additional documentation is received after substantial completion of our estimate, incorporation of revised drawings will be billed on a Time & Materials basis. All estimates require a minimum of two weeks from notice to proceed to completion of estimate.

Please note that our estimators work from paper drawings and that electronic drawings will be sent out to be printed at \$15/page (one full size and one ½ size set). These charges may be avoided by sending us paper copies. Project documents may be sent to the attention of Mike Kritscher, Chief Estimator. Please contact Mike with all technical and scheduling questions.

Leland Saylor Associates shall perform all of its work in accordance with accepted estimating standards and practices.

Please sign and date this agreement to indicate your acceptance of this proposal and return it to this office. Terms and conditions appearing on the third page of this letter are a part of this agreement. This quotation is valid for a period of 60 days.

If you have any questions or wish further information, please call me.

Cordially yours,

Mike Kritscher C.P.E.
LELAND SAYLOR ASSOCIATES

Accepted for: **Gelfand Partners Architects**

By: _____

Date: _____

MK/am

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Services performed by LSA under this agreement shall not constitute it an architect, engineer, construction contractor or building inspector, nor impose upon it any obligation to assume, render or perform on behalf of the owner, architect, or engineer any responsibilities/duties performed by any of the above professionals.

The estimate(s) performed by LSA represent LSA's best judgment as an estimating professional familiar with the construction industry. It is recognized, however, that neither LSA nor the Architect has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, LSA cannot and does not warrant or represent that bids or negotiated prices for the Project will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by LSA.

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ATTORNEY FEES

In the event any process of law is resorted to by LSA to collect any monies due hereunder, the Client agrees to pay all costs, interest and attorney fees incurred.

COMPENSATION BILLING

(a) TIME AND CHARGES AND FIXED CONTRACTS

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(b) EXPENSES AND COSTS

Client agrees to pay all costs incurred by LSA in the performance of this contract. These costs shall include but not be limited to the following: materials, mileage, travel, graphics, document reproduction, consultants, long distance telephone calls, telex, fax, special handling and delivering, lodging per diem, etc. Such costs will be charged at the invoiced cost plus ten percent (10%). Per diem will be charged in accordance with the Rate Sheet and does not include the cost of the hotel, taxes, and transportation.

We reserve the right to suspend or terminate our services on any account not paid in accordance with the terms of this agreement.



Gelfand Partners

ARCHITECTS

Olivia Rocha
333 East 8th Street
Oakland, CA 94606

April 21, 2008

Re: College of Alameda: Additional architectural services – additional toilet rooms in building “G” complex & enlarged scope of buildings “B” and “Diesel Mechanics”

Dear Olivia:

Per your instructions, the following is a request for additional services to produce drawings for further modernizations to toilet rooms in building “G” not included in the original scope of services. In addition, we have included additional work that for toilet rooms in the “B” and “Diesel Mechanics” buildings, which, after our recent assessment, includes more scope than that reflected in the original RFP.

Our proposed fees are as follows:

Update as-built drawings of each toilet room to match present conditions and layouts.	\$3,500.00
Research, coordination, and write-up of performance specifications for toilet fixture rehabilitation	\$2,500.00
Coordinate & draw bid documents for cosmetic work in seven toilet rooms in buildings “C” & “D” [including, but not limited to partition rehabilitation, epoxy paint on floor and wall tiles, lamp or fixture replacement, and addition of full-length mirrors to each room]	\$6,000.00
Modernize and make accessible toilet rooms 135, 238, and 227 in building “G” [room numbers from 2/25/74 as-built set]	\$6,000.00
Modernize and make accessible staff toilet room 123 in building “B” [room numbers from 1/11/90 as-built set]. This work to include addressing the staff locker room that presently shares space with the staff toilet [#123] and was not identified in the original RFP.	\$7,500.00
Modernize and make accessible toilet room 5 on the second floor of building “B” [room numbers from 03/15/68 as-built set]. This work to include the addition of a second, womens’ room on this floor. Presently, there is only a mens’ room.	\$10,000.00
Modernize and make accessible toilet rooms 2 & 3 in the Diesel Mechanics building [room numbers from 06/01/87 as-built set]. This work to include increasing toilet room space for accessible lavatories.	\$7,500.00
Plumbing engineering services for above listed toilet rooms [x1.1].	\$4,620.00
Structural engineering services for incidental improvements resulting from modernization of the above listed toilet rooms [x1.1].	\$2,750.00
TOTAL FEES	\$50,370.00

Thank you for this opportunity to be of service.

Yours,
Gelfand Partners Architects

Lisa Gelfand, AIA
President