

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of September 11, 2012

ITEM #

ITEM TITLE:

Consider Approval of Amendment No. 3 to the Agreement for Consulting Design Services with Carrier Johnson + Culture for the District-Wide Wayfinding and Room Identification Signs, Phase II

SPECIFIC BOARD ACTION REQUESTED:

Approval is requested for Amendment No. 3 to the Agreement for Consulting Design Services with Carrier Johnson + Culture for the design of the District-Wide Wayfinding and Room Identification Signs, Phase II, in the amount of \$24,280.

ITEM SUMMARY:

Under this amendment, Carrier Johnson + Culture will provide the additional design services for four (4) electronic media marquee signs to be located at College of Alameda, Laney College, Merritt College and Berkeley City College. The scope of work will include:

- Response to initial Division of the State Architect (DSA) review comments
- Bid support services
- Construction administration support services
- DSA close-out support services

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, "Communications, bell and fire alarm systems."

BACKGROUND/ANALYSIS:

The original agreement, in the amount of \$98,000, was approved at the Board meeting of January 21, 2008. Amendment No. 1, in the amount of \$95,000, approved at the Board meeting of October 14, 2008, was necessary due to additional scope changes and design services at four campus locations. Amendment No. 2, in the amount of \$12,000, approved at the Board meeting of January 12, 2010, was necessary to provide structural calculations for the Berkeley City College sign installation and structural support design for the marquee signs at College of Alameda, Laney and Merritt Colleges. Including Amendment No. 3, the total amount of the agreement with Carrier Johnson + Culture will be \$229,280.

DELIVERABLES/SCOPE OF WORK:

See scope of work in Item Summary.

ANTICIPATED COMPLETION DATE:

The estimated project completion date is June 30, 2013.

ALTERNATIVES/OPTIONS:

Not applicable.

EVALUATION AND RECOMMENDED ACTION:

Approval is recommended for Amendment No. 3 to the Agreement for Consulting Design Services with Carrier Johnson + Culture for the design of the District-Wide Wayfinding and Room Identification Signs, Phase II, in the amount of \$24,280.

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)

Vice Chancellor Ikharo

(****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: Dr. Sadiq B. Ikharo Date: August 30, 2012
Vice Chancellor of General Services

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Dr. Sadiq B. Ikharo Date: August 30, 2012
Vice Chancellor of General Services

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: Ronald Gerhard Date: _____
Ronald Gerhard, Vice Chancellor of Finance

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 Thi Nguyen Date: _____
General Counsel

CHANCELLOR'S OFFICE APPROVAL

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

Signature: José M. Ortiz Date: _____
José M. Ortiz, Chancellor

July 25, 2012
Revised August 9, 2012

Mr. Jeffrey Cook
Project Manager
Peralta Community College District
333 East High Street
Oakland, CA 94606
sent via e-mail: jcook@peralta.edu

RE: Addendum #3 to Agreement for Peralta Community College District's Signage and Wayfinding Design, Oakland, California

Dear Jeff:

It is Carrier Johnson + Culture's pleasure to present this proposal for additional services for the above referenced project.

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

The project consists of four (4) electronic media marquee signs to be located at the following campuses:

- College of Alameda
- Laney College
- Merritt College
- Berkeley City College

SCOPE OF SERVICES

DSA Response and Alternate Back-Check

Carrier Johnson and its consultant will respond to the first round of DSA comments for each of the electronic media sign packages previously submitted as follows:

- Redesign sign attachment, details and structural calculations for the Berkeley City College building mounted electronic media sign.
- Coordinate revised sign attachment at the Berkeley City College site with Client's building structural engineer of record.
- Respond to DSA comments on original review set and prepare revised submittal documents accordingly.

- Resubmit original comment set along with three (3) new sets of documents for DSA review and approval. As an alternate, Carrier Johnson and its consultant to schedule and attend a back-check meeting with DSA Structural, Fire Life-Safety and Access reviewers, as permitted, with the goal of obtaining immediate approval.

Deliverables:

- Original DSA review set with comments addressed in writing.
- Three (3) revised sets of drawings and calculations.

Bid Support Services

Carrier Johnson and its consultant shall assist the District as requested in the bidding of the Project as follows:

- Provide set of documents for the District's reproduction and distribution.
- Assist the District in responding to questions from the bidding contractors.
- Assist the District in evaluating alternates or substitutions proposed by bidding contractors.

Deliverables:

- Bid documents in electronic format (scan of DSA approved documents, PDF, JPEG or TIFF images).

Construction Administration Support Services

Upon commencement of Construction, Carrier Johnson and its consultant will provide support services at the request of the Client to insure compliance with the design intent of the documents including the following:

- Submit Contract Information DSA-102 form to DSA.
- Shop Drawing review.
- Submittal review.
- Request for Information responses.
- Prepare field change directives (FCD) for submittal to DSA if requested.
- Submit District's authorized Change Order(s) to DSA for approval if requested.
- Interview by phone the District's preferred Inspector of Record for approval (I.O.R. DSA-5 Form).
- Site observation visits were not calculated into the estimated fee, but may be provided as an additional service

DSA Close-Out Support Services

Upon completion of Construction, Carrier Johnson and its consultant will assist the District in assembling and submitting requested documentation per DSA's 90-Day Letter including the following:

- Prepare and submit Architect's/Engineer's DSA-6A/E form based on photographs and other available documentation provided by the Client..
- Assemble and submit if requested, documents prepared by others; Contractor's and I.O.R.'s DSA-6 form, Verified Laboratory Reports DSA-291 / 292 or other forms.

ASSUMPTIONS

1. The Client will contract directly for structural engineering services related to justifying the existing Berkeley City College structure is adequate to support the imposed sign loads.
2. Additional DSA comments will result in an additional service to be negotiated at that time.
3. If required, Geotechnical and Hydrology design services will be provided by a third party directly contracted by the Client.
4. This scope of work does not include construction cost estimating.
5. In preparing this proposal, the Architect has assumed that all four (4) signs will be bid, awarded and constructed concurrently.
6. In preparing this proposal, the Architect has assumed that the Client will be responsible for assembling and distributing all bid documents, including marquee sign design standards as required to fully explain the design intent. The Client will be responsible for soliciting and notification of bids.
7. The selected contractor shall be responsible for completing the design of the curtainwall system, attached panels, graphics, etc. through the shop drawing process, including extending power and communications to the signs.
8. All fees required for agency review and approval will be paid directly by the Client.
9. This proposal excludes structural special inspections, but may be provided as an additional service.
10. This proposal excludes as-built record drawings. If these services should be desired, Carrier Johnson's will provide a separate proposal.
11. On-site observations during the construction phase are not included in this proposal but may be provided as an additional service if desired.

PROJECT SCHEDULE

Carrier Johnson proposes to provide the Scope of Services outlined within this Proposal per the following schedule:

Project Phase	Estimated Duration
DSA Response	3 weeks
Bid Support Services	As requested on a T&M basis
Construction Administration Support Services	As requested on a T&M basis
DSA Close-Out Support Services	As requested on a T&M basis

COMPENSATION

Carrier Johnson proposes to provide the Scope of Services outlined above on a lump sum or time and materials (T&M) basis as broken down below. T&M fees represent an estimated not-to-exceed (NTE) amount without further authorization. Should this limit be reached prior to completing requested services, additional service fees will be negotiated prior to continuing.

Services		Phase					Total
Firm	Discipline	DSA Response (lump sum)	Alternate Back-Check (lump sum)	Bid Support (T&M)	Const. Admin. Support (T&M)	DSA Close-Out Support (T&M)	
Carrier Johnson	Architectural	NC	1,750	1,995	3,980	1,640	9,365
STC	Structural	7,680	1,750	1,033	1,537	915	12,915
Total Services		\$ 7,680	\$ 3,500	\$ 3,028	\$ 5,517	\$ 2,555	\$ 22,280

This total estimated compensation excludes cost of project related expenses. Expense budget is provided for Carrier Johnson's and its consultants' use for in-house reprographics, travel, shipping, etc. associated costs for soliciting bids, coordination between trades or contractor related expenses. For the purpose of this proposal, please budget an estimated two thousand dollars (**\$2,000.00**) for reimbursable expenses.

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. Standard of Care

- 1) Carrier Johnson shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Carrier Johnson shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

B. Assignment

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

C. 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.

D. 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.

E. 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.

- 4) The Client acknowledges that the requirements of the ADA and local laws and codes will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret the accessibility requirements concerning the project and use their best knowledge of the existing conditions to identify areas that require improvements or negotiations with the local jurisdictions. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to 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

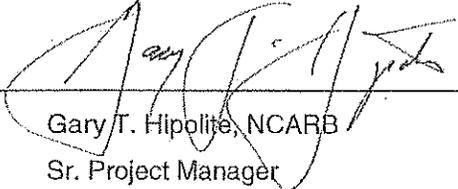
- A. This Agreement may be terminated by the Client or Carrier Johnson at any time, through no fault of the party initiating the termination, by giving the other party ten (10) business days' prior written notice. In the event of termination, Carrier Johnson shall be compensated for all services performed 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 for continued work with Peralta Community College District. Should you have any questions, please do not hesitate to contact me. 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: 
Gary T. Hipolite, NCARB
Sr. Project Manager

Date: August 9, 2012

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

Name: _____

Title: _____

Attachment: Hourly Rate Schedule

Hourly Rate Schedule
ARCHITECTURE / ENVIRONMENTAL DESIGN / PLANNING
EFFECTIVE MAY 31, 2008

TITLE	HOURLY BILLING RATE
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.