

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of September 8, 2015

ITEM TITLE:

Consider Approval of Amendment No. 1 to the Original Agreement for a Contract Extension with KITCHELL Facilities Management Inc. (KITCHELL) for Retro-Commissioning of the Merritt College Barbara Lee Center for Science and Allied Health.

SPECIFIC BOARD ACTION REQUESTED:

Approval is requested for Amendment No. 1 contract extension with KITCHELL for retro-commissioning of the Merritt College Barbara Lee Center for Science and Allied Health, in the amount not-to-exceed \$297,000.

ITEM SUMMARY:

KITCHELL Facilities Management, Inc. is a division of KITCHELL CEM, who has been the District's Construction Manager on the Barbara Lee Center project for the last several years. As a result, they have the most complete and comprehensive knowledge of the installed building components and operating systems. The administration recommends the extension of KITCHELL's existing construction management contract services to provide Transitional Professional Services for Building Maintenance, Operations, and Caretaking, which will benefit the District.

The term of this extension is for a period of twelve (12) months, KITCHELL will provide maintenance functionality, warranty preventive maintenance, facility planning and training, and work with the District's stationary engineers for the initial one year warranty period only. These services will ensure a more complete and seamless transfer of the building maintenance and operations to the District.

KITCHELL scope of services will include but is not limited to the following. A detailed scope of services is outlined in the attached proposal:

- Achieve and maintain the Leadership in Energy & Environmental Design (LEED) Gold Certification as required by the U.S. Green Building Council (USGBC).
- ensure that this new building construction, system design and installation achieve energy efficiency and preserve outdoor and indoor environmental quality to meet the Building Energy Efficiency Standards for new construction contained in the California Code Regulations (CCR), Title 24, Part 6 (California Energy Code).
- Develop and provide Preventive Maintenance Programs, Operation Manuals, a Maintenance Safety Program, an Inventory tracking system, and other deliverables.
- Responsible for specialized equipment training Local 39 in-house staff and transfer of equipment knowledge to the District's staff and provide facility recommendations for industry best practices. All documentations and warranties will be completed and transferred to staff.

In addition, the District, Local 39, and KITCHELL have agreed to some parameters that will best serve the project in a collaborative manner. Based on a previous meeting on August 20, 2015, all parties agreed to the following terms:

- The District will hire a fulltime Local 39 position to work with KITCHELL on the Barbara Lee Center. Local 39 staff will shadow and train alongside KITCHELL staff. Local 39 staff will perform all standard corrective maintenance.
- KITCHELL will perform all warranty work and preventative maintenance work, not to exceed a term of 12 month transposal period. KITCHELL will work closely with all required Local 39 staff for transition and training purposes. KITCHELL will assist Local 39 staff upon request in the event they are unable to address an urgent corrective work order or an emergency maintenance issues.

The Chancellor recommends approval.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Measure A, approved by the voters in Peralta's constituency and authorized under in Resolution 05/06-45, Exhibit A-1, District-Wide, support services for the "acquisition, construction, repair, refurbishment, equipping, upgrading, and modernization of classrooms, campuses, buildings, facilities, and grounds throughout the District."

BACKGROUND/ANALYSIS:

Originally, a formal competitive Request for Proposal (RFP No. 14-15/40) was conducted by the Purchase Department to procure this service. Two firms submitted a proposal; the lowest competitive and responsive bid came in at \$397,130.75. The administration deemed this lowest bid to high. As a result, the administration rejected all proposed bids. Pursuant to the Public Contract Code section 20651, the administration on behalf of the Board of Trustees, may withdraw or reject all bids for public projects with an expenditure over \$15,000.

(b) The governing shall let any contract for a public contract, as defined in subdivision (c) of Section 22002, involving an expenditure of fifteen thousand dollars (\$15,000) or more to the lowest responsible bidder who shall give security as the requires, or else reject all bids.

Thereafter, since KITCHELL had a strong and comprehensive knowledge of the building's components and operating systems, the administration requested for KITCHELL to provide a proposal to complete the same scope of service. KITCHELL provided a proposal quote of \$297,000. It is in the best interests of the project and financial prudent to the District for KITCHELL to provide and complete the project scope of services.

DELIVERABLES AND SCOPE OF WORK:

KITCHELL scope of services is outlined under the Item Summary.

ANTICIPATED COMPLETION DATE:

The anticipated completion date is twelve months from the issuance of the Notice to Proceed.

EVALUATION AND RECOMMENDED ACTION:

The administration recommends approval of Amendment No. 1 for the contract extension with KITCHELL for Facilities Management of the Merritt College Barbara Lee Center for Science and Allied Health Building.

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

YES _____ NO X

COMMENTS:

Not Applicable

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING? 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 27, 2015
Vice Chancellor of General Services

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Dr. Sadiq B. Ikharo Date: August 27, 2015
Vice Chancellor of General Services

FINANCE DEPARTMENT REVIEW

 X Finance review required _____ Finance review *not* required

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

If not approved, please give reason: _____

Signature: Ronald D. Little II
Ronald D. Little II, 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 Thi Nguyen
Thuy Thi Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda

Not Approved, but Place on

Signature: *Jowel C. Laguerre*

Dr. Jowel C. Laguerre, Chancellor



September 2, 2015

Peralta Community College District
333 East 8th Street
Oakland, CA
94606

RE: Professional Retro-Commissioning Services of the Merritt College Barbara Lee Center for Science and Allied Health project.

KITCHELL is pleased to provide professional Retro-Commissioning Services, which include Facility Management & Operations, Caretaking and Transition. KITCHELL will ensure and improve how the Barbara Lee Center's equipment and systems function together and meet the District's goals. We will assist the District to resolve problems that occurred during design or construction, or address problems that have developed throughout the building's life. In all, through the Retro-Commissioning process, KITCHELL will help improve the building's operations and maintenance (O&M) procedures to enhance the overall building performance.

KITCHELL will work with the District's commissioning agent to achieve and maintain the Leadership in Energy & Environmental Design (LEED) Gold Certification as required by the U.S. Green Building Council (USGBC); and to ensure that this new building construction, system design and installation achieve energy efficiency and preserve outdoor and indoor environmental quality to meet the Building Energy Efficiency Standards for new construction contained in the California Code Regulations (CCR), Title 24, Part 6 (California Energy Code.)

In addition, the District, Local 39, and KITCHELL have agreed to some parameters that will best serve the project in a collaborative manner. Based on a previous meeting on August 20, 2015 with all parties these parameters shall apply:

- The District will hire a fulltime Local 39 position to work with KITCHELL on the Barbara Lee Center. Local 39 staff will shadow and train alongside KITCHELL staff. Local 39 staff will perform all standard corrective maintenance.
- KITCHELL will perform all warranty work and preventative maintenance work, not to exceed a term of 12 month transposal period. KITCHELL will work closely with all required Local 39 staff for transition and training purposes. KITCHELL will assist Local 39 staff upon request in the event they are unable to address an urgent corrective work order or an emergency maintenance issues.

The Scope of Work below provided is for Retro-Commissioning (Facility Management & Operations, Caretaking and Transition services):

- KITCHELL shall be responsible for providing labor for facility management, facility professional services, caretaking, warranty preventive maintenance, operations, CMMS support, transition, reporting, training, and preventive/scheduled, warranty corrective/unscheduled maintenance and repair services to fundamental building systems. (HVAC, Building Automation System,

Water Treatment, Electrical Equipment, Fire-Life Safety systems, perform minor facility repairs including patch & paint, minor electrical, mechanical and plumbing work.)

- KITCHELL shall be responsible for all labor and labor related cost associated with staff and support staff. KITCHELL shall not be responsible for the procurement and cost of facility related sub-agreements relates to building operations and/or utilities. KITCHELL shall be required to assist in assessing, reporting, shadowing at times and supervising specialty sub-contractors and related vendors that are performing service work for the Owner.
- KITCHELL shall either prepare, organize or provide professional services such as; Preventive Maintenance Program, Operation Manuals, Logs, Equipment History, Maintenance Safety Program, Inventory Tracking, System Manuals and a Rounds and Reading Log. KITCHELL shall be responsible for specialized equipment training and transfer of equipment knowledge to Owner designated staff and to provide facility recommendations for best practices.
- KITCHELL shall deliver quality preventive and corrective maintenance services that can be audited and reported on. KITCHELL shall extended transitional services for up to two months past the end of said contract in the form of meetings, conf-calls and limited site visits for additional training as needed.
- KITCHELL shall provide maintenance services with non-union truck and tool service technicians. These professionals shall be skilled in technical systems or work with specialty sub-contractors to provide the services or related support. KITCHELL shall provide limited Computerized Maintenance Management System (CMMS) support and preventive maintenance program integration services as needed for the said facility.
- KITCHELL shall provide maintenance services in a manner that provides facility reliability and enable a smooth transition from new construction to facility operations and management.
- KITCHELL shall maintain complete and accurate records of all services provided.
- KITCHELL shall preserve the equipment and system warranties by performing or coordinating required Preventive Maintenance (PM) or manage specialty sub-contractors performing PM warranty services.
- KITCHELL shall establish a site specific safety program and conduct a quality audit within a twelve month period.
- KITCHELL shall participate in standby and after-hours response on an as- needed basis as approved by Owner. Time and material additional services rates apply.
- KITCHELL shall meet all Owner security and employee background check requirements.

Specific Staffing Details

Management & Professional Services Support Team:

Manager (Contract Oversight)

CMMS Supervisor (Support Role)

Facility Coordinator (Support Role)

Mechanical Engineer (Support Role)

Electrical Engineer ((Support Role)

Truck and Tool Service Team:

Lead Building Maintenance Tech (M-F As needed to fulfill scope)

Part-Time Utility Building Maintenance Tech (M-F As needed to fulfill scope)

Service Support

It is the expectations of the Owner that KITCHELL has specific responsibilities to assigned equipment and at all times general facility management team-based support of Owner contracted sub-contracted services held by the Owner.

Additional Services

Additionally, on an as needed basis, at the sole discretion and direction of the Owner, KITCHELL's resident staff and KITCHELL support staff may be requested to perform out of scope corrective maintenance, facility capital projects, professional engineering & architectural services or facility modification projects. This agreement allows for such "Additional Services" on the prior written approval from the Owner's designated representative. Upon request of the Owner, KITCHELL shall deliver a comprehensive rendering of the cost of any additional services for consideration. Any approved additional services and costs shall be appended to this agreement and such work shall be subject to all of the provisions of this Agreement. (See EXHIBIT B)

Maximum Limit & Fee Schedule

KITCHELL's compensation shall be paid according to the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of KITCHELL, including any expert or professional assistance retained by KITCHELL to complete the work performed under this contract shall be borne by the KITCHELL but shall not include Owner required sub-contractor services for services such as landscape, fire alarm monitoring, fire- extinguisher recharge, utilities, furniture repair, elevators, security equipment, controls and software agreements, generator fueling janitorial, etc.

Invoices

Invoices shall be submitted to Owner in a form and with sufficient detail as required by Owner. Work performed by KITCHELL shall be subject to final acceptance by the Owner.

Contract Services Fee and Payment Schedule

Provided the work has been satisfactorily performed, payments shall be made to KITCHELL within thirty (30) days after the billing is received and approved by Owner. The following payment schedule shall commence after the execution date of a signed agreement:

12 Month Firm Fixed Fee:	\$297,000.00*
Monthly Billable Fee	\$24,750.00

(*) Corrective Work Orders for fundamental Electrical, Mechanical, Plumbing and HVAC equipment under \$500 per item is included in the overall 12 Month Firm Fixed Fee and shall not exceed **\$7500.00** per contract year in total.

Fee excludes dedicated site tools, equipment, parts, materials, consumables and attic stock.

Not-to-exceed mark-up on Owner approved additional services, dedicated site tools, equipment, parts, materials, consumables and attic stock is 10%.

Additional Services - Schedule of Hourly Rates

Classification	Hourly Rate
	2015 / 2016
Program Executive	\$175 per hour
Quality Control Principal	\$150 per hour
Contract Manager / Regional Manager	\$150 per hour
Project Manager I	\$144 per hour
Senior Estimator	\$130 per hour
Civil Engineer	\$128 per hour
Structural Engineer	\$128 per hour
Registered Architect	\$124 per hour
Mechanical Engineer	\$124 per hour
Electrical Engineer	\$124 per hour
Estimator	\$120 per hour
BIM Manager	\$113 per hour
CMMS Supervisor	\$100 per hour
Technical Services Manager	\$100 per hour
Facility Manager / Supervisor	\$100 per hour
Lead Building Maintenance / HVAC	\$90 per hour
Utility Building Maintenance Technician	\$80 per hour
Facility Coordinator	\$65 per hour

Obligations of Owner

To permit the KITCHELL to render the services required herein, the Owner shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as key contact.
2. The Owner will grant the KITCHELL access to the Site.
3. The Owner will provide the KITCHELL access to the facility and information pertaining to the facility and its systems, in the Owner's possession or to which it has reasonable access to, which is necessary to the execution of the tasks identified in Exhibit A and elsewhere in this Agreement such as:
 - Plans, RFI's and Specifications
 - As-Built plans, Warranty Docs
 - Record Documents
 - O&M manuals for equipment and systems

- Training Manuals and Videos
- RFP and Amendments
- Other documents pertinent to the facility as may be necessary and available



A handwritten signature in blue ink, appearing to read "Sean Bondar".

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