

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of January 26, 2016**

**ITEM TITLE:**

Consider Approval to Enter into a Professional Agreement with Noll & Tam Architects and Planners to Provide Architectural Design Services to Modernize the New Berkeley City College Annex Located at 2118 Milvia Street, Berkeley (RFQ No. 15-16/04).

**SPECIFIC BOARD ACTION REQUESTED:**

Approval is requested to enter into an agreement with Noll & Tam Architects and Planners to provide architectural design services to modernize the property located at 2118 Milvia Street, Berkeley, in the amount not-to-exceed \$1,179,242.

**ITEM SUMMARY:**

Under this agreement, Noll and Tam will register as the Architect of Record with the Division of the State Architect (DSA) for the Modernization of the New Berkeley City College Annex. The consultant's services will include programming, schematic design, design development, construction documents, bidding, construction administration as well as DSA closeout.

The Chancellor recommends approval.

**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, Laney College, "Classroom and facilities repairs and grounds improvements," Merritt College, "Classroom and facilities repairs and grounds improvements," College of Alameda, "Remodeling and equipping classroom and campus facilities," and Berkeley City College, "Plumbing, electrical, mechanical system upgrades and improvements."

**BACKGROUND/ANALYSIS:**

In compliance with the District's Purchasing Procedures a competitive solicitation for proposals was conducted to procure this professional service. Twenty-eight (28) design professionals participated in the facility walk-through. From these twenty-eight professionals, five (5) design teams were invited to interview on January 5, 2016 with the Architectural Selection Committee: Aetyptyic, WLC Architects, Calpo Hom & Dong, Brick, and Noll & Tam. The project screening committee evaluated the five (5) proposals submitted by the firms based on the criteria in the RFQ, using the "best value" procurement methodology. The following is the evaluation result.

| <b>CONSULTANTS</b>                 | <b>EVALUATION SCORES</b> | <b>LOCATION</b> |
|------------------------------------|--------------------------|-----------------|
| Noll & Tam Architects and Planners | 461                      | Berkeley, CA    |
| Brick                              | 452                      | Emeryville, CA  |
| Calpo Hom & Dong                   | 434                      | Sacramento, CA  |
| WLC Architects, Inc.               | 396                      | Berkeley, CA    |

|         |     |                   |
|---------|-----|-------------------|
| Aetypic | 395 | San Francisco, CA |
|---------|-----|-------------------|

Noll & Tam received the highest points of 461 and was selected to serve as the Architect of Record for the duration of this project by the committee. The principals of the firm are Christopher Noll, Janet Tam, Merideth Marschak, and Norma Ochoa. The company is local firm located in Berkeley, CA.

Noll & Tam and their team of professionals bring expertise and experience in complex renovation projects, as well as previous knowledge of the building that will ensure the project moves quickly and are able to do the most with the budget. The company has experience in receiving LEED Gold certification for an existing building. A key factor in their design process is Sustainability, developing high energy performance approaches that provide long-term operational cost savings. Noll & Tam designed Berkeley City College; therefore, the firm has a wealth of knowledge about the educational and instructional needs of Berkeley City College to effectively design and modernize the existing property.

**DELIVERABLE AND SCOPE OF WORK:**

The consultant will provide professional scope of work as described under the Item Summary.

**ANTICIPATED COMPLETION DATE:**

The anticipated completion date is by the end of June 30, 2018.

**ALTERNATIVES/OPTIONS:**

None

**EVALUATION AND RECOMMENDED ACTION:**

The administration recommends the approval of this professional services agreement for Noll & Tam Architects and Planners to provide architectural design services.

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

YES \_\_\_\_\_ NO   X  

**COMMENTS:**

None

**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: January 12, 2016  
Vice Chancellor of General Services

**DOCUMENT PRESENTED AND APPROVED BY:**

Presented and approved by: Dr. Sadiq B. Ikharo Date: January 12, 2016  
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 Little II*  
Ronald Little, Vice Chancellor for Finance and Administration

**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: *Nitasha Sawhney*  
Nitasha Sawhney, General Counsel

**CHANCELLOR'S OFFICE APPROVAL**

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

Signature: *Jowel C. Laguerre*  
Dr. Jowel C. Laguerre, Chancellor

January 14, 2016

**Dr. Sadiq Ikharo**

Vice Chancellor of General Services  
Peralta Community College District  
333 East Eighth Street  
Oakland, California 94606

**Fee Proposal for: Berkeley City College Annex - 2118 Milvia Street**

Dear Dr. Ikharo:

We appreciate the opportunity to provide our proposal to convert the City offices at 2118 Milvia Street to a new Annex for Berkeley City College. Additional seismic strengthening will be required to meet California Field Act requirements for Community College use.

In 2014, Noll & Tam worked with the District, the College, and structural engineers to develop a series of "test fit" options to demonstrate potential options. User programming was not included in that exercise, and is a part of this proposal. Because of the diversity of potential "tenants" for the Annex, many options can be explored. In addition, the structural schemes offer different levels of flexibility for the interior layout.

Each option will have secondary effects as space in the main building is freed up for other uses. This proposal does not include design or construction documents for alterations to the existing Berkeley City College building at 2050 Center Street. Design and documentation associated with secondary effects may be added to the project, based upon scope and fee to be agreed upon with the District.

Following is a brief summary of our understanding of the project:

**Potential Uses:**

- Classrooms
- Shared Conference/Meeting Rooms
- Study and Collaboration Space
- Bookstore
- One Stop Welcome Center and Office Suites for Student Services
- Faculty Offices

**Improvements:**

As currently conceived, the 2118 Milvia Street project consists of two major components:

- Seismic retrofit and building shell improvements to meet applicable codes and provide extended years of service as a community college facility.
- “Tenant improvements”, consisting of interior construction for the uses determined to be needed by the District and College.

Site work associated with the project will be limited, consisting primarily of accessibility improvements for the building entrance. The building currently occupies the entire site with minor planters located near the building entrance.

No parking is currently provided at 2118 Milvia Street, and no parking is proposed as part of this project. Berkeley City College is an urban campus, with convenient multi-modal public transportation located nearby.

Cost to upgrade the building to DSA requirements and to provide 30-50 years of continued service is estimated at approximately \$8-9M.

Replacement of exterior windows would be recommended to improve thermal performance and reduce energy consumption at an estimated additional cost of approximately \$1.5M. Based upon cost considerations, and as directed by the District, this proposal does not include design services associated with replacement of exterior window systems.

**Assumptions and Exclusions:**

- Geotechnical services are included in this proposal.
- Materials sampling and testing to establish the structural capacity of various buildings components is included in this proposal.
- Periodic preliminary conferences with DSA are assumed to be required and are included in this proposal.
- Accessibility improvements to the Center Street entrance will be required.
- With the exception of mechanical shafts, stairs, and elevator enclosures, the non-structural elements of the interior such as partitions and ceilings are assumed to be removed.
- No major changes to the building area or exterior enclosure are proposed with the exception of changes associated with added lateral force resisting systems.

- Various schemes for structural improvements have been explored and offer different opportunities for the layout and size of interior spaces. New lateral force resisting systems may include drilled piers and footings; shotcrete, concrete masonry or plywood shear walls; additional nailing at plywood shear walls and floor diaphragms; drag members; blocking and strapping. The specific approach for structural improvements will require approval by the Division of the State Architect (DSA) in order to convert this building for use as a community college facility.
- The thermal performance of the building may be improved by adding roof and wall insulation.
- Replacement of exterior glazing systems is not included due to cost considerations.
- Restroom fixture capacity appears to be sufficient under current code if the number of new classrooms is limited. However, if additional classrooms are desired, an increase in the number of restroom fixtures will be required. The test fit assumes that the restrooms will be renovated or expanded at their current location to utilize the existing sewer connection.
- The existing elevator is assumed to require modernization but not replacement.
- The open stair is assumed to be removed.
- The project is assumed to include replacement of all mechanical systems.
- The project is assumed to include provision of a new fire sprinkler system and fire alarm system.
- The project is assumed to include provision of telecom infrastructure including dedicated MDF/IDF rooms.

We hope this brief summary is a useful reference for your review of our proposal. The completed report, entitled "2118 Milvia Street Test Fit Summary", dated July 16, 2014, includes additional information regarding the proposed renovation and conversion.

We appreciate the opportunity to work with the District and the College on this challenging project.

Best regards,

A handwritten signature in blue ink, appearing to read "Merideth Marschak", with a long horizontal flourish extending to the right.

Merideth Marschak, *Principal*  
*Noll & Tam Architects*

CC: Atheria Smith, Facilities Planning and Development Manager

**PCCD - BCC 2118 Milvia St. Annex**

Berkeley, CA  
 1/14/2016

|                                       | PRE-DESIGN       | DESIGN DEVELOPMENT | CONSTRUCTION DOCUMENTS | BIDDING AND NEGOTIATION | CONSTRUCTION ADMINISTRATION | PROJECT CLOSEOUT | TOTALS             |
|---------------------------------------|------------------|--------------------|------------------------|-------------------------|-----------------------------|------------------|--------------------|
| <b>Basic Service</b>                  |                  |                    |                        |                         |                             |                  |                    |
|                                       |                  |                    |                        |                         |                             |                  |                    |
| Architectural Services                | \$113,420        | \$138,980          | \$149,060              | \$30,330                | \$184,580                   | \$17,520         | \$633,890          |
| Structural Engineering                | \$28,600         | \$28,600           | \$57,200               | \$0                     | \$29,700                    | \$3,300          | \$147,400          |
| M/P/FS Engineering                    | \$13,200         | \$27,500           | \$44,000               | \$0                     | \$13,200                    | \$0              | \$97,900           |
| Electrical/Telecom/Fire Alarm         | \$9,350          | \$14,300           | \$38,500               | \$0                     | \$9,900                     | \$0              | \$72,050           |
| Landscape Architect                   | \$1,100          | \$2,200            | \$4,400                | \$0                     | \$2,200                     | \$0              | \$9,900            |
| Civil Engineering                     | \$1,100          | \$3,850            | \$7,150                | \$0                     | \$3,300                     | \$0              | \$15,400           |
| Cost Estimating                       | \$5,940          | \$8,690            | \$9,570                | \$0                     | \$0                         | \$0              | \$24,200           |
| <b>Subtotal Basic Services</b>        | <b>\$172,710</b> | <b>\$224,120</b>   | <b>\$309,880</b>       | <b>\$30,330</b>         | <b>\$242,880</b>            | <b>\$20,820</b>  | <b>\$1,000,740</b> |
| <b>Supplemental Services</b>          |                  |                    |                        |                         |                             |                  |                    |
|                                       |                  |                    |                        |                         |                             |                  |                    |
| Geotechnical Engineering              | \$17,622         | \$0                | \$0                    | \$0                     | \$0                         | \$0              | \$17,622           |
| Survey                                | \$3,300          | \$0                | \$0                    | \$0                     | \$0                         | \$0              | \$3,300            |
| FF&E Coordination                     | \$0              | \$0                | \$2,000                | \$0                     | \$15,000                    | \$0              | \$17,000           |
| Acoustics -Environmental Noise        | \$4,950          | \$4,950            | \$3,850                | \$0                     | \$2,750                     | \$0              | \$16,500           |
| Security                              | \$1,430          | \$2,200            | \$3,850                | \$0                     | \$2,200                     | \$0              | \$9,680            |
| Waterproofing                         | \$2,750          | \$6,050            | \$16,500               | \$0                     | \$13,200                    | \$0              | \$38,500           |
| Elevator Consulting                   | \$1,650          | \$1,650            | \$3,850                | \$0                     | \$4,950                     | \$0              | \$12,100           |
| Commissioning                         | \$2,750          | \$2,750            | \$5,500                | \$0                     | \$16,500                    | \$5,500          | \$33,000           |
| Graphics & Signage                    | \$0              | \$5,500            | \$8,250                | \$0                     | \$3,300                     | \$0              | \$17,050           |
| Structural Material Testing           | \$2,750          | \$11,000           | \$0                    | \$0                     | \$0                         | \$0              | \$13,750           |
| <b>Subtotal Supplemental Services</b> | <b>\$37,202</b>  | <b>\$34,100</b>    | <b>\$43,800</b>        | <b>\$0</b>              | <b>\$57,900</b>             | <b>\$5,500</b>   | <b>\$178,502</b>   |
| <b>Total Proposed Fee</b>             |                  |                    |                        |                         |                             |                  | <b>\$1,179,242</b> |

**EXHIBIT A**

**SCOPE OF WORK**

**For A/E Services for the**

**Peralta Community College District - BCC 2118 Milvia Street Renovation**

**January 14, 2016**

**PROJECT DESCRIPTION**

**A. Design Concept**

Consultant shall develop Design and Construction Documents for the Peralta Community College District - BCC 2118 Milvia Street Renovation, based upon program and scope provided by Peralta Community College District

**B. Building Data**

25,000 square feet

3 stories

Conversion of non-Field Act building for use as a Classroom Annex for Berkeley City College (BCC)

**C. Sustainable Goals**

LEED Certification - Participation and Level to be determined based upon cost and feasibility

**D. Procurement and Construction Administration Process**

Design/Bid/Build

District is assumed to retain a Construction Manager for support during Procurement and Construction

**E. Budget**

Construction Budget: \$9 - 10M

**F. Schedule**

Preliminary Schedule:

|                                       |  |
|---------------------------------------|--|
| Programming                           | February 1, 2016 -April 1, 2016 (2 months)             |
| Survey/Assessment/Concept             | February 1, 2016 - April 1, 2016 (2 months concurrent) |
| Schematic/Design Development          | April 1, 2016 -August 1, 2016 (4 months)               |
| Construction Documents: DSA submittal | August 1, 2016 - December 1, 2016 (4 months)           |
| DSA review                            | December 1, 2016 - April 1, 2017 (4 months)            |
| Bid/Award                             | March 1, 2017 -May 1, 2017 (2 months)                  |
| Estimated Construction Duration       | May 1, 2017 -May 1, 2018 (12 months)                   |
|                                       | May 1, 2018 - July 1, 2018 (2 months)                  |
| Commissioning & Move-in               |  |

**G. Assumptions and Owner / Client Documentation**

CEQA documentation

**I. PRE-DESIGN / FEASIBILITY / EXISTING CONDITIONS**

**A. Programming**

Programming with College Steering Committee and District

**B. Documentation**

Site topographic survey

Geotechnical Report Soils testing and analysis

Existing Condition Assessment Documentation

Investigative Testing (roofing and structural materials as determined to be required)

**C. Conceptual Design and Conceptual Cost Model**

Interior layout options

Exterior studies for accessibility

Sustainability Charrette

**D. DSA Preliminary Review #1**

**E. Deliverables:**

- Assessment Report
- Conceptual Design
- Conceptual Cost Model
- Initial Sustainability Checklist

**II. SCHEMATIC / DESIGN DEVELOPMENT PHASE**

**A. Schematic/Design Development Documents:**

In order to shorten the schedule to occupancy, a combined Schematic/Design Development Phase is suggested. The renovation program will be driven by the seismic retrofit design and the DSA approval process which will be ongoing throughout the project. Based on the approved previous phase Documents and any adjustments authorized by Peralta Community College District in the program or the Project Design Budget, Consultant shall prepare Schematic/Design Development Documents. The Schematic/Design Development Drawings include, but not limited to, the following: drawings, specifications and other documents to fix and describe the size and character of the entire Project as to architectural, civil, structural, mechanical, electrical, and telecommunication systems; materials and such other elements that may be appropriate.

**1. Architectural**

- a. Site Plan showing existing building and proposed changes to entrances, streets, curb, gutters, sidewalks, and the location of exterior utilities and service lines
- b. Demolition Plans / Floor Plans / Roof Plans / Reflected Ceiling Plans
- c. Major Building Elevations / Sections / Selected Interior Elevations
- d. Preliminary Exterior and Interior Details

**2. Civil Engineering**

- a. Site Demolition and Site Utility Plan
- b. Site Improvements to building entrances
- c. Preliminary Details

**3. Structural Engineering**

- a. Foundation and Framing Plans
- b. Draft Details and Notes conforming to applicable codes
- c. Notes on provisions to meet special requirements for conversion of non-Field Act building to satisfy DSA requirements

- d. Notes to indicate foundation and structural design complies with the requirements of the geotechnical report and other applicable requirements
- 4. Mechanical / Plumbing**
- a. Plans showing double line layouts of major duct and piping systems on architectural plan backgrounds, with single line branch designations
  - b. Plans showing space assignment, sizes, etc., of HVAC equipment and mechanical rooms
  - c. Riser diagrams showing plumbing, HVAC and piping distribution systems
  - d. Preliminary Details and Notes on provisions to meet special requirements, such as vibration and acoustic constraints
- 5. Fire Sprinkler**
- a. Fire Sprinkler system will be a modification of the existing system. System design per DSA/State Fire Marshal requirements will be part of the Construction Documents phase.
- 6. Electrical / Lighting**
- a. Plans showing space assignment, sizes, etc., of fixed electrical rooms and equipment
  - b. Power Plans, showing location of main runs and branch circuits, switches and electrical/data outlets
  - c. Riser diagrams showing arrangements of feeds, sub feeders, buss ducts, load centers and branch circuit panels
  - d. Lighting plans and preliminary fixture selections
- 7. Telecommunications / Data / Security / AV / Acoustics**
- a. Plans showing space assignment, sizes, etc., of fixed telecommunications/data rooms and equipment
  - b. Plan for access control systems and surveillance camera system
  - c. Review and confirm scope to be provided by Peralta Community College District vendors
  - d. Recommendations for acoustic performance characteristics of new interior construction
  - e. Recommendations for mitigation of environmental noise if required
- 8. FF&E and Finishes**
- a. Prepare presentation boards showing proposed furniture layout and finish selections/designs for Peralta Community College District written approval.
  - b. Initial coordination with District's FF&E consultant

**9. Signage**

- a. Identify locations for all code required signs and wayfinding
- b. Confirm hierarchy of exterior and interior signage
- c. Develop alternative concepts for principal exterior and interior sign types; investigate typeface, graphic layouts, materials colors and finishes

**B. Schematic/Design Development Specifications:**

Consultant shall provide technical specifications that provide a description of building systems.

**C. Schematic/Design Development Meetings:**

Consultant shall prepare and attend the following meetings at locations specified by Peralta Community College District:

- a. District 2
- b. College Steering Committee 2
- c. College Informational 1
- d. City of Berkeley Informational 1

Additional meetings, if required, will be considered Additional Services

**D. Schematic/Design Development Statement of Probable Construction Costs:**

Consultant shall provide an Estimate of Probable Construction Cost with the final Schematic/Design Development phase documents and specifications, to demonstrate the design is within the approved design budget as defined by the Project Description. The Estimate of Probable Construction Cost shall include an appropriate design contingency and escalation costs based on the anticipated midpoint of construction duration shown in the Project Description. Should the estimate of Probable Construction Costs submitted by Consultant exceed the design budget, Consultant shall at the same time submit, without additional cost to the Peralta Community College District, reasonable alternative approaches to the design and construction of the Project that will reduce the construction costs to be equal to, or less than, the Construction Budget.

**E. Utility Company Design Coordination:**

Consultant shall contact and coordinate with utility companies and show work required to the interface point with the work by utility companies.

**F. Sustainable Building Analysis and Documentation:**

If the District determines to proceed with LEED Certification, Consultant shall update the LEED checklist prepared during the Schematic/Design Development phase to conform to the current state of the design and project budget, with the goal of achieving goals stated in the Project Description or higher. Consultant shall be responsible to manage the on-line certification process with the USGBC.

All fees associated with registration for LEED certification shall be the responsibility of the Peralta Community College District.

**G. DSA Preliminary Review #2**

**H. Deliverables:**

Consultant shall provide three (3) sets of the Schematic/Design Development Documents, the statement of probable construction cost, the building program, and a report providing the Consultant's recommendations at the end of the phase. Half size drawings plus Digital (PDF's)

**I. Client Direction:**

- a. Consultant shall review and provide a written response to all comments generated by Peralta Community College District, which are generated from the review of the deliverables provided by the Consultant at 100% SD/DD. Peralta Community College District shall prepare and present all comments for this phase to the Consultant in a single response within the designated time period defined by the Project Schedule.
- b. Consultant's response to out-of-sequence Peralta Community College District comments shall be compensated as an additional service.
- c. Peralta Community College District to provide written acceptance of the Schematic/Design Development Documents and approval to proceed to the next phase of service.

**J. Additional Services Not Included in Phase:**

- a. Consultant shall not be responsible for the preparation of CEQA documentation, but will provide materials that are normally produced during a phase to support CEQA approvals
- b. Watercolor Renderings
- c. Physical Models

Additional deliverables, if required, will be considered Additional Services

**III. CONSTRUCTION DOCUMENT PHASE**

**A. Construction Documents:**

Based on the approved Schematic/Design Development Documents, Peralta Community College District comments and changes in the Project requested by Peralta Community College District, the Consultant shall prepare for approval by Peralta Community College District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Consultant shall prepare Construction Drawings and Technical Specifications, sufficient for the construction of the project.

**1. Interior Documentation:**

Consultant shall prepare the following deliverables: working drawings and specifications for fixed casework items; selection of interior finishes provided under the construction contract; coordination with the District's FF&E consultant.

Technical specifications and procurement of standard furniture items and office system furniture; procurement of computers, copiers or other technology equipment; incidental items such as trash cans, pencil sharpeners to be provided by the District's FF&E consultant and/or vendor.

**B. Construction Documents Specifications:**

Consultant shall provide final technical specifications documenting building systems and materials required for the construction of the project.

**C. Construction Document Meetings:**

Consultant shall prepare and attend the following meetings at locations specified by Peralta Community College District:

- |                                   |   |
|-----------------------------------|---|
| a. District                       | 3 |
| b. College Steering Committee     | 3 |
| c. College Informational          | 1 |
| d. City of Berkeley Informational | 1 |

Additional meetings, if required, will be considered Additional Services

**D. DSA Preliminary Review #3**

**E. Construction Document Statement of Probable Construction Cost:**

Provide a Revised Statements of Probable Construction Cost when the Construction Documents at ninety (90%) completion. Consultant shall meet with the Peralta Community College District as necessary to reconcile any cost differences between the project budget and the statement of probable construction cost. Based on the final review comments by the Peralta Community College District and its other consultants, the Consultant shall provide a Final Statement of Probable construction cost prior to the start of the Bidding Phase.

**F. Development of Additive or Deductive Alternates:**

Consultant shall propose and discuss with the Peralta Community College District a list of possible bid alternatives. The Consultant shall describe their impact on the project and how these add alternates would maximize program content and overall project value.

**G. Constructability Review:**

When the Construction Documents are complete, the Peralta Community College District shall have the option to engage a third party to perform a constructability review and provide their comments to the Peralta Community College District for the Consultant's review. The third party review shall be completed within 14 calendar days and would include a written report to the Peralta Community College District. The Consultant shall meet with the Peralta Community College District and the third party to review the comments and the Consultant shall provide a response prior to the start of the Bidding Phase to all comments indicating what action, if any, was taken by the Consultant. Any review by the Peralta Community College District or a third party does not relieve the Consultant of its design responsibility and the design is and remains the sole responsibility of the Consultant.

**H. Front End Documents:**

Consultant shall review and provide comments regarding the Peralta Community College District front end documents (Division 00 and 01) including, but not necessarily limited to:

- 1. Invitation to Bid, Instructions to Bidders, Proposal Format, Contract Agreement, General Conditions, and Construction Administration Procedures. Consultant is responsible to incorporate the Peralta Community College District front end documents with the Consultant's Project Manual that includes the Contract Specifications as part of the Bid Set.**

**I. District Comments:**

The Consultant shall review and provide a written response to all comments generated by the Peralta Community College District or other Peralta Community College District consultants, which are generated from the review of the 90% complete deliverables provided by the Consultant. Peralta Community College District shall prepare and present all comments for this phase to the Consultant in a single response within the designated time period defined by the Project Schedule. Consultant's response to out-of-sequence Peralta Community College District comments shall be compensated as an additional service.

**J. DSA Preliminary Review #4 - Pre-Intake Review**

**K. Plan Check Process and Permitting - DSA:**

Consultant shall coordinate with DSA to develop documents meeting regulatory requirements for the State. The Consultant shall submit the construction documents to DSA, and shall make revisions to the plans as necessary in order obtain approval.

**L. Deliverables:**

Consultant shall provide four (4) sets of the Construction Documents and a statement of probable construction cost at ninety (90%) completion of the Construction Documents for District review and three (3) sets of the Construction Documents for DSA review. Following DSA Back Check, Consultant shall provide digital copies of the Construction Documents for procurement purposes.

**M. Sustainable Building Analysis and Documentation:**

If the District determines to proceed with LEED Certification, Consultant shall submit "Design Review" documentation according to the LEED checklist prepared during the previous phase to conform to the current state of the design and project budget, with the goal of achieving goals stated in the Project Description or higher. Consultant shall be responsible to manage the on-line certification process with the USGBC. All fees associated with registration for LEED certification shall be the responsibility of the Peralta Community College District.

**N. Deferred Design Build Portions of the Work**

Portions of the Work may be described as design build, or deferred approval elements, of the design, subject to DSA procedures which limit the application of the deferred approval process.

**IV. BIDDING / NEGOTIATION PHASE**

**A. Bidding and Procurement:**

The district will have primary responsibility for the procurement process, including advertising, issuance of Bid Documents, issuance of addenda, receipt and evaluation of bids, and Contract award.

**B. Assistance with Bidding:**

Consultant shall assist District by providing Drawings and Specifications and by rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form.

**C. Pre-Bid Conference:**

The Consultant and designated sub-consultants shall attend the Pre-Bid Conference and provide a technical overview of the design intent and answer questions from prospective bidders. The Pre-Bid Conference will be held at the project site. Consultant shall attend up to one (1) additional meeting as necessary during this phase.

**D. Respond to Bidder Questions:**

Prepare written answers to questions, addenda, interpretations and clarifications in a timely manner; and obtain and submit for DSA review and approval as Addenda.

**E. Deliverables:**

Consultant may prepare Conformed Construction Documents containing any and all changes issued by addenda during the bidding period if requested to do so by the District.

**V. CONSTRUCTION ADMINISTRATION PHASE**

**A. Construction Phase Services:**

The scope of services provided by Architect in this phase shall be coordinated with such construction management services as Owner may elect to obtain. In addition, the Consultant will communicate and coordinate with the District's Inspector of Record, the District's designated Testing Laboratory, and the Geotechnical Engineer during the construction period.

**B. DSA Process:**

The Consultant will prepare documentation required to initiate the construction phase with DSA including execution of the Inspector of Record's Qualification and Approval (DSA 5); preparation of the Contract Information Form (DSA 102); and filing of project documentation through the DSA web-based project management system (DSA Box)

**C. Observation:**

Consultant shall visit the site at regular intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine and to advise District in general if the Work is proceeding in accordance with the Contract Documents. This includes special site visits by Consultant on a timely basis appropriate for approvals required of Consultant as specified in the Construction Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

**D. Other Meetings:**

The Consultant shall attend weekly job construction progress meetings during the course of construction, and shall assist the District's Construction Manager in the preparation of notes from these meetings. The Consultant's structural, mechanical and electrical sub-consultants shall visit the site as appropriate when work related to their engineering discipline is in progress. The estimated length of the construction phase is 18 months, or 78 weeks, and this proposal includes

72 construction progress meetings. If the construction schedule extends beyond this time frame, and additional construction progress meetings are needed, or if additional meetings are required within the estimated time frame, they will be provided as an additional service.

**E. Construction Responsibility:**

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Consultant shall be available on site to the Contractor as reasonably required to provide timely interpretations of the Drawings and Specifications to avoid critical project delay.

**F. Requests for Information:**

The Consultant shall be required to respond to Contractor generated RFI's in a timely manner to avoid critical project delay.

**G. Access:**

Consultant shall at all times have access to the work wherever it is in preparation or progress.

**H. Extent of Assistance by Consultant:**

Consultant shall assist District in ascertaining that, to the best of District's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work) for conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion; and that the Contractor is entitled to payment in the amount certified upon delivery of the appropriate lien waivers.

**I. Rejection of Work:**

Consultant may recommend that District reject work of the Contractor, which does not conform to the Contract Documents. Whenever, in Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Consultant may recommend special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is then fabricated, installed or completed.

**J. Inspection and Tests:**

The Consultant shall review special inspection and test reports and make written recommendations to the District.

**K. Submittals and Shop Drawings:**

Consultant shall receive submittals, including shop drawings, product data and samples from the Contractor and shall review and take appropriate action, but only for conformance with the design concept of the Project and with the provisions and intent of the Contract Documents. Consultant's review and approval shall not relieve the Contractor of its obligation to comply with the Contract Documents. Consultant shall be entitled to additional services for the third and subsequent reviews of any submittal (typically back-charged to Contractor, at District's option).

**L. Substitutions:**

Consultant shall review substitution requests as an additional service (typically back-charged to Contractor, at District's option).

**M. Change Order Entitlement and Cost Estimate Review:**

The Consultant shall review entitlement and the scope of work included in Contractor-generated Request for Changes and provides written recommendations to the District. The District shall be responsible for preparing the cost estimate and negotiating the change with the Contractor. Extensive review and negotiation over specific change requests will be considered an additional service.

**N. Certificates of Payment**

The Consultant shall review and approve Certificates of Payment submitted by the Contractor for payment by the District.

**O. FF&E Administration/Installation:**

Review of delivery/installation schedules, response to bidders' and dealers' questions, review of bidders' submittals and evaluation of substitutions, and associated construction phase activities associated with FF&E will be the responsibility of the District's FF&E Consultant.

**P. Project Close-Out**

When the Contractor indicates in writing that work or a portion thereof, has reached Substantial Completion, the Consultant shall visit the site and review and edit the punch list prepared by the Contractor. Once the Contractor indicates all items on the punch list have been completed, the Architect shall return to the site as needed to review and confirm the work has been completed to the Consultant's satisfaction. Additional site visits to review incomplete work shall be an extra service (typically back-charged to Contractor, at District's option).

**Q. Final Completion:**

After instruction from District, Consultant shall visit the Site to determine the Dates of Substantial Completion and Final Completion and shall issue appropriate certificates as set forth in the General Conditions.

**R. Warranties and Manuals:**

Consultant shall review the operation and maintenance manual on all systems to be provided by the Contractor for completeness.

**S. Record Drawings:**

The Contractor shall maintain an up-to-date set of drawings reflecting construction conditions of the work by the Contractor and the subcontractors, including all changes to the documents. Consultant shall review at least monthly for accuracy and completeness the as-built drawings and annotated specifications prepared by the Contractor showing the field changes to the drawings and appropriate specifications. Consultant's review of the as-built drawings and annotated specifications shall be based upon Consultant's observations at the site and its knowledge of the contract documents. Upon completion of the work, the Contractor shall forward the as-built drawings and annotated specifications to Consultant with its certificate as to their accuracy. Consultant shall receive and review for accuracy and completeness the Contractor's submission of as-built drawings, and annotated specifications and operation and maintenance manuals.

The Consultant will provide an updated version of the digital documents incorporating modifications resulting from RFI responses and Construction Change Directives (CCD's) which will serve as the "Record Documents" for the project.

Incorporating the Contractor's annotations to create as-built drawings and specifications is not included in this proposal. Such additional deliverables, if required, will be considered Additional Services

**T. Fundamental Commissioning:**

Consultant shall provide the following basic commissioning for the HVAC, Security and Audio Visual/Paging systems.

**1. HVAC Controls:**

- a. Review HVAC control system programming prior to installation and assist control subcontractor in control system debugging.
- b. Review HVAC functional test forms prepared by the control system contractor, as required by our control system specification.

- c. Review HVAC functional test forms once they are completed by the controls contractor. Witnessing of all functional testing is not required.
- d. Select a subset of HVAC functional tests and observe a system response and operation on-site, including up to 2 days of on-site attendance. The subset will include control sequencing deemed to be complex to ensure they function properly, and those control sequences that cannot be expected to occur during normal operation, such as fault testing and alarms. HVAC trend reviews are expected to identify the proper operation of normal control sequences.

**2. HVAC:**

- a. Prepare forms for pre-functional testing.
- b. Review test forms after completion by HVAC contractor and signed-off by General Contractor's MP coordinator.

**3. HVAC Trend Reviews:**

- a. Review up to three weeks of HVAC trend data immediately after functional testing to ensure control sequences are implemented and operating properly.
- b. Provide one formal punchlist to the controls contractor including final signoff.

**4. Security and Audio Visual:**

- a. Review contractor prepared technology system testing forms.
- b. Conduct technology system acceptance testing for Security and Audio Visual, to confirm devices operate and respond properly and to verify correct programming of the system. Document items needing correction.
- c. Conduct one punchwalk per system (Security and Audio Visual) with contractor and prepare a summary of items needing correction to help catch and deficiencies prior to the completion of construction.
- d. Review one time per system the record drawings and O&M manuals.

**U. Enhanced Commissioning:**

Consultant shall provide enhanced commissioning services per the requirements of the LEED certification process.

**V. LEED Certification:**

If the District determines to proceed with LEED Certification, Consultant shall provide necessary documentation and services to submit the project to the USGBC with the intent to achieve LEED certification. Any fees for the LEED certification will be the responsibility of the District.

## VI. POSTCONSTRUCTION PHASE AND CORRECTION OF DEFECTS

The scope of services provided by Architect in this phase shall be coordinated with such construction management services as Owner may elect to obtain.

### A. Eleven-Month Inspection:

- a. Between ten (10) and eleven (11) months following the issuance of a Certificate of Occupancy and prior to the expiration of any guarantees, District and its consultants shall visit the Project with Contractor and:
- b. Review the work and identify observable defects and deficiencies;
- c. Evaluate the performance, durability and appearance of installed products, materials and systems as they relate to suitability for the use intended;
- d. Evaluate the Project's function and District's use of the Project as reflections of the original program intent; and
- e. Submit, no later than 335 days after issuance of certificate of occupancy, a written report to District concerning the foregoing.

### B. Post Occupancy Enhanced Commissioning:

Consultant shall provide enhanced commissioning services per the requirements of the LEED certification process.

### C. DSA Closeout and Certification:

Consultant shall prepare Final Verified Report (DSA 6AE) and obtain signoff from consultants as required for DSA Certification. Consultant shall also submit Testing Lab Final Verified Reports and shall prepare the Statement of Final Actual Project Cost (DSA 168) required to determine if additional fees are due. Any additional DSA fees will be the responsibility of the District.

## VII. EXCLUSIONS

The following items are excluded from the current Scope of Work:

### 1. Architectural:

- a. Preparation of any Environmental or CEQA Reports
- b. Value Engineering Services may be provided as an additional service
- c. Life cycle cost analysis
- d. Replacement of exterior storefront and glazing assemblies

### 2. Civil:

- a. SWPPP and NOI Documentation shall be the General Contractor's responsibility.

- b. Relocation of any utilities in street required by street reconfiguration of street.
- 3. Electrical:**
- a. Emergency generator
  - b. Photovoltaic system design (if included in the project scope)
- 4. Elevators:**
- a. Replacement of existing elevator
- 5. Acoustic:**
- a. Environmental noise survey may be provided as an additional service
- 6. Interior Design:**
- a. Move coordination services
  - b. Owner Purchasing Department to manage bid process and bid packages for furniture.
- 7. Public Art:**
- a. Public Art/Artist selection and coordination with artists and artwork in the building may be provided as an additional service
- 8. Fundraising and Donor Recognition:**
- a. Assistance with fundraising or grant applications, and the preparation of any donor recognition materials may be provided as an additional service.