

OHLONE COLLEGE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Douglas Treadway
DATE: March 8, 2006
SUBJECT: Approval for Project Assignment #9 with tBP Architecture for Exterior Wall System Repair and Coating, Bldgs. 1-6, 8 & 9 Investigation, Design and Bidding Service

This assignment is a continuance of the water intrusion above grade Bond Project 26a and will determine the scope of work for the weatherproofing, painting, and repairs for Bond Project 3-27 Exterior facelift. This project assignment does not include the construction administration phase and monitoring services. tBP will submit a new proposal once the scope of work is defined and an amendment to this project assignment will be issued..

Scope of Services:

tBP Architecture will provide the following Architectural Services as set out in the “Agreement for On-Going Architectural Services, dated September 8, 2004” and it’s modified herein.

1. Investigation, Design, Bidding described herein.
2. Exterior wall system color design documentation.
3. tBP coordination and management, preparation and assembly of bidding documents.
4. Refer to Allana Buick & Bers, Inc.’s Proposal letter dated February 24, 2006, which describes their scope of services in detail for Investigation, Design and Bidding services.
5. Design Phase cost estimate.

Compensation:

Compensation for services shall not exceed \$134,758.00 plus budgeted reimbursable expenses not to exceed \$1,500.00, for a total approximate fee of One Hundred Thirty-Six Thousand Two Hundred Fifty-Eight Dollars (\$136,258.00).

RECOMMENDATION:

The President/Superintendent recommends that the Board of Trustees approve Project assignment #9 with tBP Architecture for an amount not to exceed \$136,258.00 which includes reimbursables.

PROJECT ASSIGNMENT NUMBER 9

(EXHIBIT A TO AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES)

This Project Assignment is executed between **Ohlone Community College District** (“**District**”) and **tBP Architecture** (“**Architect**”) **March 8, 2006**, pursuant to the Agreement for On-Going Architectural Services (“**Agreement**”) between the Architect and the District dated September 8, 2004. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Provide Architectural and Engineering Services for **Exterior Wall System Repairs and Coating, Buildings 1-6 and 8-9**, in accordance with tBP Architecture’s Proposal Letter dated February 28, 2006.

2. Basic Services. The Architect will provide the following Basic Services noted below for the above-described Project (see Agreement and Conditions to Agreement for detailed description of each of the following identified Basic Services).

Basic Services as per tBP Proposal Dated February 28, 2006.

Design Consultants Included

- **Allana Buick & Bers**

3. Architect Compensation:

Contract Price. Compensation shall be hourly, not-to-exceed a total fee of **\$134,758.00** for Architectural and Engineering services plus Reimbursables, according to terms in master agreement 193-0604-001, at actual cost, not to exceed \$1500.00.

In all other respects, the terms of the original agreement #193-0604-001 remain in full effect. However, if there is a conflict between this Project Assignment and the original agreement, the terms of the original agreement will prevail.

OHLONE COMMUNITY COLLEGE DISTRICT

TBP ARCHITECTURE

Signature

Signature

Marian Castaneda

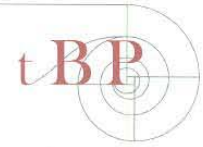
By:

Director of Purchasing, Contract Administration
and Auxiliary Services

Title:

Date: _____

Date: _____



Architecture
Planning
Interiors
Management

February 28, 2006 Revised
February 27, 2006

Ohlone College
43600 Mission Boulevard
PO Box 3909
Fremont, CA. 94539-0390

Attention: Deanna Walston, Vice President of Business Services

Subject: **Professional Services Proposal**
Exterior Wall System Repairs and Coating, Bldgs 1-6, 8 and 9
Ohlone College, Fremont Campus
tBP Project No.: 20509.00

Dear Ms. Walston:

Attached for District review and approval is a Professional Services Authorization for providing Investigation, Design, and Bidding services for exterior wall system repairs and coatings for existing Buildings 1, 2, 3, 4, 5, 6, 8 & 9 at Ohlone College, Fremont Campus. A proposal for Construction Administration Phase and Construction Monitoring services will be submitted later when the scope of work is better defined.

Scope of Services:

tBP/Architecture will provide the following Architectural Services as set out in the "Agreement for On-Going Architectural Services, dated September 8, 2004" and as modified herein.

1. Investigation, Design, Bidding described herein.
2. Exterior wall system color design documentation.
3. tBP coordination and management, preparation and assembly of bidding documents.
4. Refer to Allana Buick & Bers, Inc.'s Proposal letter dated February 24, 2006 which describes their scope of services in detail for Investigation, Design and Bidding services.
5. Design Phase cost estimate.

Architectural and Engineering Services:

We propose utilizing the professional consulting services of Allana Buick & Bers, Inc.

Services Excluded:

1. Construction Administration Phase Services
2. Construction Monitoring Services

District Furnished Information:

1. Hazardous materials and abatement requirements, studies and reports for all buildings.
2. Existing conditions documents.

Compensation for Professional Services:

Compensation for Investigation, Design, and Bid Services shall be Hourly to an estimated not-to-exceed fee of One Hundred Thirty-Four Thousand Seven Hundred Fifty-Eight Dollars (\$134,758.00). tBP/Architects will not

D. Walston
Exterior Wall System Repairs and Coating, Bldgs 1-6, 8 and 9
February 28, 2006 Revised
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exceed this amount without receipt of prior written authorization from the District. This portion of the fee breaks down as follows:

Allana Buick & Bers	
Investigation, Design, and Bid Services (ABB)	\$95,235.00
Architectural Administration of Consultant	\$9,523.00
tBP Architectural Design/Coordination	
Investigation, Design and Bid Services (tBP)	<u>\$30,000.00</u>
Total Estimated Hourly Fee:	<u>\$134,758.00</u>

Reimbursable Expenses:

Reimbursable expenses are in addition to the fee and include expenses incurred in the interest of the Project as identified in the attached Professional Services Agreement. We recommend a budget allowance of One Thousand Five Hundred Dollars (\$1,500.00) for project-related expenses.

Please review our proposal and feel free to contact us to discuss the details. Thank you again for asking our team to perform these professional services.

Sincerely,
tBP/Architecture, Inc.

A handwritten signature in dark ink, appearing to read 'Richard A. Mangum', is written over the typed name.

Richard A. Mangum, AIA
President/COO

cc Simon Barros, Director of Facilities, Ohlone College
 Jay Malone, tBP/Architecture
 Gary Frye, tBP/Architecture
 Contract File

Attachments: Professional Services Agreement
 Allana Buick Bers, Inc. Letter Proposal, February 24, 2006

PROFESSIONAL SERVICES AGREEMENT



Between the Client:

Ohlone Community College District
43600 Mission Boulevard
Fremont, CA. 94539

and the Architect:

tBP/Architecture, Inc.
1000 Burnett Avenue, Suite 140
Concord, CA. 94520

Richard A. Mangum, AIA CA License # C8685

for tBP Project No.: 20509.00

Location: Ohlone College
43600 Mission Blvd.
Fremont, CA 94539

Scope of Work: Provide Architectural and Engineering Services for the Exterior Wall System Repairs and Coating, Bldgs 1-6 & 8, 9, in accordance with tBP/Architecture's proposal letter dated February 28, 2006 Revised.

Fee: Compensation for services shall be an Hourly fee of \$134,758.00 plus budgeted reimbursable expenses of approximately \$1,500.00 for a total approximate fee of One Hundred Thirty-Six Thousand Two Hundred Fifty-Eight Dollars (\$136,258.00).

Reimbursable Expenses: Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related mileage/travel expenses, long distance communications, fees paid for securing approval of authorities having jurisdiction over the project, approved expense of reproducing, postage and handling of Drawings, Specifications and other documents in excess of the number of copies provided by the Agreement, expense of renderings, model and mock-ups requested by the District. These expenses will be compensated at 1.0 times the amounts invoiced to the Architect. One Thousand Five Hundred Dollars (\$1,500.00) should be budgeted for project-related expenses.

Client:
Ohlone Community College District
Fremont, California

By: _____
Deanna Walston
Vice President Business Services

Date: _____

Architect:
tBP/Architecture, Inc.

By: _____
Richard A. Mangum, AIA
President/COO

Date: 2/28/06



Allana Buick & Bers, Inc.
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Palo Alto, CA 94303
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ALLANA+BUICK+BERS

ARCHITECTS
ENGINEERS

February 17, 2005

Gary Frye, Principal
tBP Architects
1000 Burnett Avenue
Concord, CA 94520

**Re: Architectural Engineering Consulting Services Proposal
Investigation, Design, Bid Period, Construction Administration and Construction
Monitoring Services
Ohlone College Stucco Repairs, Fremont, California**

Dear Gary,

Thank you for meeting us onsite earlier this week. Allana Buick & Bers, Inc. is pleased to present tBP Architects with this proposal for architectural and engineering consulting services for Buildings 1, 2, 3, 4, 5, 6, 8 and 9 at the Ohlone College Campus located in Fremont, California. These buildings were constructed circa 1976 and are one, two and three stories, clad in cement plaster (stucco) over concrete walls, or stucco over light gauge metal and wood framed walls.

The walls are exhibiting significant cracking which appears to be widespread on most building elevations. There are also leaks in the stucco covered window soffits, windows and other exterior building components. In addition to the exterior wall problems, there are known leaks in the below grade waterproofing and failures in the deck waterproofing components.

As the result of a voter approved bond issue, a budget to repair the stucco walls has been established, and the College, through tBP Architects, is requesting proposals from Architectural Engineering firms to provide services related to the repairs. At the same time, the College is also seeking funds from the State of California for below grade and deck waterproofing repairs.

Various methods of stucco repair including localized crack sealing and application of elastomeric coatings have been applied in the past, with limited long term efficacy, and with poor aesthetic results. Originally, the College had considered minor stucco crack repairs and painting, however, this method causes these concerns:

- ✓ Stucco cracks are widespread, and are more than just hairline cracks, some appearing to be deep and wide. Previous, failed attempts for crack repair and sealant application at reveals and expansion joints are very apparent. Underlying cause of stucco cracking appears to be improper lapping of paper backed lath which results in horizontal and vertical cracks. Painting and elastomeric coatings will not solve these problems.
- ✓ Some of the problems with the stucco are likely related to leaks in the decks and windows, where the sealants, flashings and transition components may have failed. An investigation of the causes of the deck leaks may indicate the need to simultaneously repair or coordinate the underlying stucco issues and the underlying deck issues.
- ✓ In addition to sealing the walls and creating a perfect barrier system, many of the existing wall surfaces are uneven in smoothness which will require course leveling and complete new texture coats.
- ✓ In many area areas, the stucco appears to have delaminated from the underlying concrete or underlying lath over studs. This will require consideration of the appropriate repair methods including spot locations where the stucco must be removed and replaced.



The architect of record for this project will be tBP Architects. It is our understanding that the project construction document phase must begin soon, to bid the repairs in late March, 2006 and issue a Notice to Proceed in early June.

Based on our understanding of your requirements, we propose to assist tBP Architects and Ohlone College by providing the following services:

INVESTIGATION SERVICES

- ✓ Allana Buick & Bers will perform a review of existing plans and specifications, followed by visual investigation of the plaster cladding, decks, plaster to deck transitions, planters, windows, window soffits, sealants, wall penetrations and flashings.
- ✓ An onsite forensic investigation will be provided, to determine stucco thickness, condition of the underlayment, lath embedment and lath fastening pattern, to ascertain the underlying causes of cracks in stucco, leaks in the deck to wall transition, leaks and cracks in concrete and other related conditions discovered during our investigation.
- ✓ Also tested will be stucco thickness, condition of the underlayment, lath embedment and fastening pattern.
- ✓ A total of eight typical locations will be identified for detailed testing by Allana Buick & Bers: two locations in the planters, two in the concrete and four in the cement plaster. A budget for this testing will be established; to consist of either removal of plaster or concrete in the eight tested areas, or non-destructive testing using infrared cameras and X-ray equipment. Removal and repair will be performed by a third party contractor. Non-destructive testing will be performed by Allana Buick & Bers.
- ✓ The areas to be tested will be accessed via either scaffolding or self-powered boom lifts. Each area will be appropriately cordoned off for safety.
- ✓ Other, non-destructive equipment to be used may also include nuclear based Troxler gauge model 3216 and Delmhuerst moisture probe.
- ✓ A spread sheet containing our findings will be prepared.
- ✓ Allana Buick & Bers will prepare a listing of repair recommendations, including the cost implications and we will identify potential materials and components for the repairs
- ✓ We will identify potential value engineering opportunities.
- ✓ Our findings and design recommendations will be discussed in a meeting with tBP and College representatives.

DESIGN SERVICES:

- ✓ Allana Buick & Bers will review the building exterior with regard to expected and historic performance of the selected repairs including the historic performance of materials selected.
- ✓ Respond to suggested changes.
- ✓ Identify potential value engineering opportunities.

Mr. Gary Frye, Principal
TBP Architects
Architectural Engineering Consulting Services Proposal, Ohlone College
February 24, 2006
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- ✓ Provide recommendations to improve performance, longevity and obtain uniform texture.
- ✓ Submit product literature.
- ✓ Coordinate with tBP Architects
- ✓ Prepare approximately 100 selected details, including standardized and specific details, in 3" scale or larger to show necessary relationship with underlayments, sealants, plies, sheet metal, etc. The details shall include isometric as well as sections to identify the scope for competitive bidding and for proper constructability.
- ✓ The details will be prepared using existing building sections, plans and elevations.
- ✓ The details will be provided to the tBP Architects' FTP site, in electronic AutoCAD suitable for revision as necessary and inclusion in the bid set. It is our understanding that tBP will prepare Division 1 documents, that the College will prepare the General Conditions, Special Conditions, bid forms and Form of Contract, and that Allana Buick & Bers will prepare Division 7 and related bid sections.
- ✓ Specification sections will be prepared in CSI format.
- ✓ Prepare estimated unit quantities and cost estimates for review by specialty contractors who will either verify the quantities and estimates or make recommended changes.

BID PERIOD SERVICES:

- ✓ Attend the pre-bid conference and walk thru with potential contractors to assist tBP Architects with stucco repair technical questions.
- ✓ Review the scope of the repair work with the attendees, provide clarifications and after the meeting issue any necessary addenda.
- ✓ Analyze bids and provide written recommendations for award.
- ✓ After bids are received, provide value engineering recommendations and clarifications for construction related issues.

CONSTRUCTION ADMINISTRATION SERVICES:

- ✓ Attend pre-construction meetings with the contractors and subcontractors
- ✓ Attend weekly construction progress meetings as necessary within our scope and budget.
- ✓ Provide construction phase services including site visits.
- ✓ Provide a punch list inspection.
- ✓ Review requests for information (RFI) from the subcontractor. We will issue written responses to each RFI request.
- ✓ Meet with tBP Architects and project contractors to review the proposed project schedule.
- ✓ Receive and review contractor submittals and provide copies of our review comments to tBP.

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FEE ESTIMATE

Description of Service	Task performed by:	Rate	Hours	Total
Investigation Services				
Field Investigation including review of existing conditions and as-built construction details, visual review, review of destructive testing, perform non-destructive testing and provide limited water testing to confirm conditions	Principal	\$ 190	8	\$ 1,520
	Consultant	\$ 150	88	\$ 13,200
	Field Tech	\$ 90	88	\$ 7,920
Reimbursable Expenses: Mileage, photos and copies				\$ 600
Sub-total:				\$ 23,240
Destructive and Non-Destructive Testing				
Allowance for destructive testing - eight locations @ \$2,750 each, including removal of cladding or concrete on walls, decks or planters, follow up repairs, and/or non-destructive testing including infrared or X-Ray testing; scaffolding, boom lift rental, safety equipment and cordoning off the area				\$ 22,000
Sub-total:				\$ 22,000
Design Services				
Prepare repair design of stucco, concrete, deck to wall transitions and planters; compile unit quantities and cost estimates for review by contractors	Consultant	\$ 150	32	\$ 4,800
	Field Tech	\$ 90	16	\$ 1,440
Prepare up to 110 details	Draftsperson	\$ 95	265	\$ 25,175
Prepare specifications	Senior Consultant	\$ 150	32	\$ 4,800
Principal review	Senior Principal	\$ 250	8	\$ 2,000
Attend design team meetings	Principal	\$ 190	16	\$ 3,040
	Consultant	\$ 150	16	\$ 2,400
Reimbursable expenses: Mileage, photos and copies				\$ 1,250
Sub-total:				\$ 44,905
Bid Period Services				
Pre-bid walk and conference	Principal	\$ 190	8	\$ 1,520
Prepare addendum	Consultant	\$ 150	12	\$ 1,800
	Draftsperson	\$ 95	16	\$ 1,520
Reimbursable expenses: Mileage, photos and copies				\$ 250
Sub-total:				\$ 5,090
Construction Administration Services				
Pre-installation conference	Senior Consultant	\$ 150	8	\$ 1,200
Project Manager, 16 hours per week x 36 weeks assuming 36 weeks to complete repairs	Senior Consultant	\$ 150	576	\$ 86,400
Submittal review, clarifications, final inspection, meetings	Principal	\$ 190	80	\$ 15,200
Design clarifications	Draftsperson	\$ 95	24	\$ 2,280
Punch list	Senior Consultant	\$ 150	24	\$ 3,600
Close out meeting and site visits	Principal	\$ 190	24	\$ 4,560
Reimbursable Expenses: Mileage, photos and copies				\$ 1,400
Sub-total:				\$ 114,640
TOTAL:				\$ 209,875

The above scope of services will be provided for a not to exceed fee of **\$209,875** which will not be exceeded except for change in scope and not without prior approval from TBP and the College. Billings will be based on our hourly rates and actual expenses, in accordance with our General Terms and Conditions, including schedule of fees, copy attached.

CONSTRUCTION MONITORING SERVICES:

Allana Buick & Bers, Inc. highly recommends full-time construction monitoring/observation services for the duration of the stucco repairs. While it may appear less costly in the short-term to utilize the services of another firm or to eliminate portions of these construction observation

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Architectural Engineering Consulting Services Proposal, Ohlone College
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services altogether, our experience has been that on-site services by the building envelope and waterproofing consultant results in a greater portion of construction being completed in accordance with the project design intent. Being on site also provides us the opportunity to correct inadvertent omissions or design errors which may not be apparent during the construction document preparation or bidding phases.

Building envelope waterproofing construction has become extraordinarily complex. Despite technological progress, problems still occur on site and get hidden every day. Because no one can understand as much about the intent of design as the architects and engineers, no one else is in as good a position to answer contractor's questions, to spot small problems before they grow, and respond to unanticipated field conditions and developments.

Our fees to provide such services are typically negotiated directly with the project owner. As a rough approximation, \$75/hr per person can be multiplied by the project schedule to obtain a rough order-of-magnitude pricing. Please note: If the option for full time Construction Monitoring is accepted, there will also be a reduction in Project Management hours, during construction administration.

Assuming 36 weeks of construction, completing a number of buildings at one time and moving on to the next set of buildings, our fee proposal for construction monitoring is as follows:

FEE ESTIMATE

Description of Service	Task performed by:	Rate	Hours	Total
<i>Construction Monitoring Services</i>				
Full time construction monitoring assuming 40 hours per week X 36 weeks	Full time monitor	\$ 75	1,440	\$ 108,000
Reduce Project Manager hours by 8 hours per week x 36 weeks, assuming 36 weeks to complete repairs	Senior Consultant	\$ 150	(288)	\$ (43,200)
Sub-total:				\$ 64,800
Reimbursable Expenses: Mileage, photos and copies				\$ 3,500
TOTAL:				\$ 68,300

The above scope of services will be provided for a not to exceed fee of **\$68,300** which will not be exceeded except for change in scope and not without prior approval from tBP and the College. Billings will be based on our hourly rates and actual expenses, in accordance with our General Terms and Conditions, including schedule of fees, copy attached.

RECAPITULATION OF PROPOSED FEES

Description of Service	
Investigation Services	\$ 23,240
Allowance for Destructive and Non-Destructive Testing	\$ 22,000
Design Services	\$ 44,905
Bid Period Services	\$ 5,090
TOTAL, INVESTIGATION, DESIGN AND BID PERIOD SERVICES	\$ 95,235
TOTAL, CONSTRUCTION ADMINISTRATION SERVICES	\$ 114,640
Subtotal:	\$ 209,875
TOTAL CONSTRUCTION MONITORING SERVICES (INCLUDING REDUCTION IN CONSTRUCTION ADMINISTRATION SERVICE COST)	\$ 68,300
PROJECT TOTAL IF ALL OPTIONS ARE SELECTED	
	\$278,175

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EXCLUSIONS

Our scope of services and fee estimate excludes geotechnical engineering, hazardous material testing and remediation, structural and mechanical design unless related to the repairs, and mock up testing. If these services are requested or required, we will be pleased to provide you with a proposal for these additional services.

Contractor and Job Site Safety during the repairs will be the sole responsibility of the Contractor.

Our fee for this project also anticipates that tBP Architects will provide us with a full set of the then current CD documents at the appropriate times, and copies of the already completed project investigation reports for use in providing our design period services. We also anticipate you will provide us with all project development reports, schedules, and construction cost estimates for our use in providing our services.

We have proposed to provide services that will assist you in confirming that the building envelope and waterproofing systems that the Owner is purchasing are being designed and installed properly. However, waterproofing design and construction is an extremely specialized building expertise; our proposed scope of services and fees for Investigation, Design, Bid Period, Construction Administration and Construction Monitoring Services are therefore based on the contractor installing the waterproofing system in strict accordance conformance with the specifications and design details. Despite our diligent services on your behalf, there is still a chance that a failure may occur. This typically results from negligence by construction trades when working around the waterproofing system or improper protection. Therefore it is expressly understood that it is the responsibility of the contractors to install fully functioning waterproofing systems.

Our Agreement consists of this executed proposal and the enclosed General Terms and Conditions including Schedule of Fees. We will initiate this project upon receipt of your written authorization to proceed. If this Agreement is acceptable, please sign and return one copy. An extra copy of this proposal has been provided for your records.

Thank you for this opportunity to be of services to tBP Architects. Please call us if you have any questions regarding this proposal or other aspects of our services.

Very Truly Yours,
ALLANA BUICK & BERS, INC.

Mr. Karim P. Allana, P.E., RRC, RWC
CEO

This Proposal and attached General Terms and Conditions are accepted on behalf of tBP by:

Printed Name

Signature

Date

Mr. Gary Frye, Principal
TBP Architects
Architectural Engineering Consulting Services Proposal, Ohlone College
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