



Peralta Community College District

REQUEST FOR PROPOSAL

RFP No.: 14-15/45 PROFESSIONAL TESTING AND SPECIAL INSPECTION, GEOTECHNICAL & GEOHAZARD CONSULTING SERVICES (T&I) AT LANEY COLLEGE BEST CENTER

The Board of Trustees of the Peralta Community College District (PCCD), Oakland, California, through the Purchasing Department, is hereby requesting Proposals for the above mentioned service.

The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

Proposal Description	Professional Services For Testing and Special Inspections, Geotechnical & GeoHazard Consulting Services (T&I)
Proposal Number	14-15/45
Proposal Issued	July 14, 2015
Proposal Due Date	August 12, 2015 at 11AM

Instructions for Submitting Proposals

Submittal Address	Peralta Community College District Purchasing Department Attn: John Hiebert 501 5 th Avenue Oakland, CA 94606
Submittal Copies	One (1) Original copy clearly marked "Original" and three (3) Copies marked "copy".
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none">• Proposal Number• Name of Your Company• Address• Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the vendor.

Contract Document Review

Contract Documents can be reviewed at the Peralta Community College Department of General Services.

Peralta Community College District
Department of General Services
333 East 8th Street
Oakland, CA 94606
Monday through Friday 9:00 AM to 5:00 PM
(510) 466-7346

Questions about the Proposal

Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

Primary Contact	John Hiebert Fax: (510) 587-7873 Email: jhiebert@peralta.edu
Question/RFI Due Date	August 4, 2015 at 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	August 7, 2015 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective bidders, and placed on the District's website. Proposer who did not receive a copy of the addendum should download it from the District's website. See "How to Obtain Proposal Documents" section for our web address. All addendums must be acknowledged on the RFP Acknowledgement and Signature form.

Full Opportunity

The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

Peralta Community College District reserves the right to reject any or all Proposals, to waive any irregularities or informalities not affected by law, to evaluate the Proposals submitted and to award the contract according to the Proposal which best serves the interests of Peralta Community College District.

Marie Hampton, Director of Purchasing

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Attachments:

Title		Must Be Returned with Proposal
1	Vendor Questionnaire and Certificate by Compliance	Yes
2	Environmentally Sustainable Procurement	Yes
3	Certificate Regarding Workers' Compensation	Yes
4	Statement of Equal Employment Opportunity	Yes
5	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	No
6	SLBE/SELBE Self Certification Affidavit	Yes, If applicable
7	Non-Collusion Affidavit	Yes
8	General Provisions	No
9	RFP Acknowledgement and Signature Form	Yes
10	Exhibit #1 Price Proposal	Yes
11	DSA Form 103	No
12	Peralta Sample Agreement	No

I. Project Overview

Program

The Building Efficiency for a Sustainable Tomorrow (BEST) Center at Laney College will train students in green construction practices and demonstrate principles for design and construction of Zero Net Energy buildings. The Center will support three learning opportunities, housed in three distinct structures. Two "Test Houses" support practical training for sustainable construction techniques (the Building Performance Institute or "BPI House") and alternate mechanical systems (Lab House). The "Passive Classroom", constructed adjacent is designed to meet net-zero energy use through a high-performance envelope and on-site renewables (photovoltaic panels).

Site Development

The site is located at the western boundary of Laney College along East 10th Street in an area currently occupied by tennis courts. Construction will occupy the space of two of these courts with adjacent site area developed to meet sustainability goals and to meet access requirements. Site development includes demolition of paving, fencing and related site elements; grading to accommodate access and storm water detention; connection to existing utilities; and new paving and landscape materials.

Architecture

The two Test Houses are each approximately 1250 gross square feet and the Classroom is approximately 2500 gross square feet. All structures are single story constructed above a crawl space and with some loft area for mechanical equipment. The three structures are connected by a raised deck, accessed by ramps and stairs.

By code analysis, the project is Type V-A Fully Sprinklered. Construction is steel on concrete piers and grade beams with wood framed exterior walls. Primary cladding materials include for all three structures includes both composite and fiber-cement siding, fiberglass doors and windows, with polyvinyl-chloride (PVC) roofing. Interior finishes include ceramic tile, resilient flooring, carpet tile, and painted gyp board walls and ceilings.

As teaching environments, the two Test Houses are designed for minimum code compliance, reflecting typical conditions that might be encountered in market-rate housing. By contrast, Classroom will be constructed to "Passivhaus" standards. This system requires ultra-low energy performance, achieved by a highly insulated perimeter, minimal thermal bridging, and an excellent level of air-tightness.

Building Systems

The Classroom HVAC system employs a three-stage approach in order to maintain necessary ventilation and temperature levels. The first stage, a fully passive strategy, will include natural ventilation throughout the building. The second stage will incorporate a radiant floor coupled with solar thermal panels and a Variable Refrigerant Flow (VRF) Multi-Split System to address the cooling and heating needs based on the season. Also within Stage 2, a heat recovery ventilation unit will provide outdoor air for occupants. Stage 3, only used during peak conditions, uses the VRF Multi-Split System with ducted fan coil units to address heating and cooling loads.

In order to achieve Net Zero Energy, the building must produce as much energy as the systems consume. Based on an assumed 40 Energy Use Index, a 29kW photo-voltaic system is expected to annually supply about 36,600 KWh, meeting net-zero demands for the Classroom Building.

Third-party Certification

Certification under the US Green Building Council's "Leadership in Energy and Environmental Design" (LEED®) system is a project requirement. The District has retained a LEED Administrator and a Commissioning Agent to support this effort. The General Contractor selected for this project should demonstrate experience with the certification process and will be expected to provide information required to achieve the Construction Credits indicated on the attached LEED Checklist.

In addition, the Classroom Building will certify in the "Passivhaus" system described above. To qualify, a building must demonstrate exceptionally low operating energy over time. These conditions have been met by the general design concept and the specific details shown in the Construction Documents. These features have been reviewed by an independent certifying agent who will also monitor performance over time.

II. Scope of Services

GENERAL INSTRUCTIONS:

1. Laboratory personnel working on site will be required to sign in and out at the Inspector of Record's office trailer each day inspection is performed.
2. See project Piling specification section 31 6200 for additional detailed services required.
3. Copies of all Field Reports shall be left with the IOR at the conclusion of each inspection witnessed. Formal written reports of all inspections and findings shall be provided to the District, or its representative, the IOR and the General Contractor.
4. All invoices must be accompanied by the daily reports, and laboratory test results for testing included on the invoice. Payment by the Owner will be withheld until the aforementioned documents are submitted.
5. Unit Costs for testing and inspection include all necessary equipment, expendables, and any administration or profit. No other costs will be considered.
6. A yield/tensile test plus a bend test is considered as one set.
7. The general contractor will submit mix designs for concrete and grout. These will be sent to the laboratory for review. A formal report of the mix design review will be sent to the District, the Architect, and the General Contractor. Sampling and testing of concrete and grout aggregates may not be required if the production facility has aggregate test reports completed within the last six months, from a laboratory acceptable to the District, whose certification will not expire within the duration of the project.
8. Verify that the batch plant is equipped with approved metering devices for determining moisture content of fine aggregate and weight of ingredients of mix.
9. Inspect the batch plant for quality control methods to determine adequacy.
10. Welding inspections, if required, per project specifications.
11. A percentage for project management and contract administration may be charged on each invoice. No other extra costs for report preparation, review, and/or administrative processes will be allowed.

12. Services shall be performed on a time and material basis at hourly billing rates and/or sampling and testing unit prices. Minimum hourly charges for inspection and sampling will be based on two hour increments (2, 4, 6, 8 hrs.).
13. **Only a two-hour minimum charge will be allowed on any inspection or testing visit or material sample pick-ups. Include any travel and equipment costs in the hourly rates on the Cost Worksheets. Use the estimated values shown on the worksheet and enter your hourly or per item value, calculate the extensions and total all worksheet items as indicated for your total base bid.**

III. Submission Requirements

Your Statement of Proposals must respond to each item noted below and must follow the format described below. Submittals may be submitted in each company's own format or optional Proposals forms are attached for your use.

1. **COVER LETTER/LETTER OF INTEREST** Cover letter must include name of firm, address, telephone and fax numbers, and name of Principal to contact. Letter must be signed by representative of the firm with authorization to bind the firm by contract.
2. **DESCRIPTION OF FIRM**
 - A. Prime Firm
 - History, number of years in business in California, staff size
 - Location of office which will perform the work
 - Size of staff if applicable one person firms may submit
3. **RELEVANT EXPERIENCE**
 - A. List relevant projects where your company has provided the following inspection services and include:
 1. **Firm's knowledge, experience and capacity to provide professional inspection services for Type V wood framed structures and concrete piles.**
 2. **Firm's knowledge and experience in providing professional inspection services on similar DSA projects.**
 3. **Firm's knowledge and experience in providing professional inspection services on LEED certified projects.**
 4. **K-12 and or Community College experience.**
 - B. Include:
 1. Project name, type and location Ex: Classroom / Kitchen/ Library / Administration / Laboratory.
 2. Year completed.
 3. Project size, square feet and construction cost.
 - C. List client names, contact person, and phone number for relevant project information.
4. **FIRM TRACK RECORD**
 - A. Has your firm ever been let go by a client or replaced by another firm during any related project? If so, explain in detail.

- B. Does your firm have any current or pending litigation on any projects? If so, please describe.
 - C. Has your firm defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?
 - D. Is your firm under investigation for any charge or claim for noncompliance with state laws and/or regulations? If yes, indicate the project name(s), nature of the charge(s) or claim(s) and current status.
5. **INSURANCE** The Testing & Inspection firm(s) will be required to furnish Evidence of Insurance, naming the District and their designated agencies as additional insured and in accordance with the District's requirement for coverage. See Appendix A of the General Professional Services Agreement
6. **DEBARMENT** Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.
7. **Environmentally Sustainable Procurement:** It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. Does your product or service promote the District's Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District's goal. If your product or service does not directly meet the District's goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District's Environmentally Sustainable Procurement goal.
8. **Required Forms:** The Vendor must fill out all forms included in the RFP (listed in the attachments section) and return them with your Proposals. Failure of the vendor to provide any information requested in the RFP, may result in rejection for non-responsiveness. (These required forms will not count against the maximum page count for your response.)

IV. Evaluation Criteria

The Peralta Community College District must be assured that the responder (vendor) selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Peralta Community College District is unable to assure itself of the responder's ability to perform under the contract, if awarded, the Peralta Community College District has the option of requesting from the responder, any information that the Peralta Community College District deems necessary to determine the responder's capabilities. If such information is required, the responder will be notified and will be permitted five (5) working days to submit the requested information.

In evaluating your Proposals, the District will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights (Points) listed below.

A. Evaluation Criteria:

Item	Criteria	Points
1	<u>Proposals and Experience</u> Vendor's knowledge and experience and capacity to provide professional service as evidenced by meeting the District's minimum Proposals, past performance, resources, Proposals and experience, debarment, and from list of key personnel. (Your response to Items 1, 2, 3, 4, 5 and 6 of Submission Requirements section.)	20
2	<u>Client References</u> Your response to item 3 of Submission Requirements section and or results of reference checks.	20
3	<u>Price Proposal</u> Your response to the Price Proposal identified in Exhibit #1.	50
4	<u>Environmentally Sustainable Procurement</u> Does your product or service meet the District's Environmentally Sustainability initiatives? (Item 7 of Submission Requirements section.)	5
5	<u>SLBE</u> (Only applicable for firms qualifying for the Small Firm's Qualification List) . Does your company meet the District's definition of an SLBE or SELBE?	5
	Total	100

B. Selection Procedure:

A technical screening committee comprised of PCCD internal (and possibly external members) with expertise in construction will initially evaluate and score all submissions according to the evaluation criteria above. The project will be awarded to the respondent with the highest point total.

V. Additional Requirements:

A. Cost of Participation in Selection Process

Costs for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to the District.

B. District Rights:

The District reserves the right to waive any irregularities or required formalities or to amend or cancel, in part or entirety, this RFP if it is in the best interest of the District.

C. Law Compliance

The Vendor must comply with all laws, ordinances, regulations and codes of the Federal, state, and local governments which may in any way affect the preparation of Proposal or the performance of the contract.

D. Public Records:

Except for materials exempted from disclosure such as Trade Secrets (as defined in California Civil Code 3426.1) that are specifically marked "Confidential" or "Proprietary", all material submitted in response to this RFP are deemed property of the District and public records upon submission to the

District. The District is not liable or responsible for the disclosure of RFP Responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to the RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials.

E. Proposal Considerations

PCCD has absolute discretion with regard to acceptance and rejection of Proposals. In order to be considered the party submitting a Proposal waives the right to bring legal proceedings challenging the Board's choice of the award.

F. False Statements

False statements in a Proposal will disqualify the Proposal.

G. Legal Proceeding Waiver

The Vendor relationship to PCCD shall be that of independent contractor and not deemed to be agent of PCCD.

H. Taxes

The Vendor will be responsible for all Federal, State and Local taxes.

I. Grade of Service

The Vendor must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

J. The Vendor's Liability

The Contractor shall be responsible for any and all damages to the PCCD premises resulting from the negligent acts or willful misconduct of the Contractor agents or employees.

K. Contract Termination

PCCD may terminate the agreement with the Vendor on thirty days notice for the failure of the Vendor to comply with any term(s) of the agreement between PCCD and the Vendor.

L. Award Consideration

Award of contract will be based on the information submitted as a result of this RFP and reference checks. The Board will award the contract to the firm selected through the competitive process outlined in this RFP. The Board of Trustees shall not be bound to accept the lowest-quote fee.

M. Amendments

The Peralta Community College District may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of Proposals. The vendor's are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Peralta Community College District shall not be bound by any representations, whether oral or written, made at a pre-Proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or request for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

N. Withdrawal or Modification of Offers

The Vendor may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

O. Acceptance

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations.

The District reserves the right to reject any or all offers and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the vendor to provide in its offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFP may also result in rejection for reasons of non-responsiveness.

P. Representations

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Vendor's must rely solely on its own independent assessment as the basis for the submission of any offer made.

END OF SECTION



Peralta Community College District

VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

Date _____

Firm Name _____ Telephone _____

Business Fax _____ Email Address _____ Website _____

Street Address _____ City/State _____ Zip Code+ 4® _____

Mailing Address _____ City/State _____ Zip Code + 4® _____

Type of Organization (Check one) Individual Partnership Corporation

Name of Owner(s) _____ State of Incorporation (if applicable) _____

Name of Partners _____ (I) Indicate (G) General (L) Limited _____

Local Address _____

\$ _____
Dollar Amount of Annual Business

The District is identifying vendor ownership as follows:

	Asian-American (Chinese, Japanese, Korean, Vietnamese)	Black or African- American	Filipino	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

The District is identifying vendor workforce as follows:

	Asian- American (Chinese, Japanese, Korean, Vietnamese)	Black or African- American	Filipino	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

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Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

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What are you interested in providing the District? (e.g., construction, consulting, goods or services).

--

Main Headquarters Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
--	------------------------

Total # of Employees _____

Local Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
--	------------------------

Total # of Employees _____

Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract (Please use the Zip+4®) Use separate sheet as necessary	1. 2. 3. 4. 5. 6.
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Peralta Community College District

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all subcontractors to do the same.

Contractor

By: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)



Peralta Community College District

Statement of Equal Employment Opportunity

I hereby certify that

(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor's questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

- a. Actual racial, gender and residential workforce composition of your company for the contract work.
- b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
- c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _____
Date

Print Name



Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed \$50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District's Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed \$50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is **not** Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District's definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.
2. The Subcontractors must provide a Commercially Useful Function.
3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SELBE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
 - a. A written statement from the subcontractor agreeing to the substitution.
 - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
 - c. When the subcontractor becomes insolvent.
 - d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.



Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed \$50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

Certification Status	Preference	Preference Claimed (check only one)
SLBE	5% of lowest bid	
SELBE	5% of lowest bid	
25% of Subcontractors are SLBE/SELBE	4% of lowest bid	
Not Applicable	None	

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
 - a) Refusal to certify the award of a contract
 - b) Suspension of a contract
 - c) Withholding of funds
 - d) Revision of a contract for material breach of contract
 - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: _____ Bid Name: _____

Signed

Date

Printed or typed name

Title



Peralta Community College District

NON-COLLUSION AFFIDAVIT

(To be executed by Vendor and submitted with Proposal)

**RFP No.: 14-15/45 PROFESSIONAL TESTING AND SPECIAL INSPECTION,
GEOTECHNICAL & GEOHAZARD CONSULTING SERVICES (T&I)
AT LANEY COLLEGE BEST CENTER**

State of California, County of _____

(Name) _____, being first duly sworn, deposes and says that he or she is (title) _____ of (company) _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: _____ Signature: _____

GENERAL PROVISIONS

Definition: The words **Contractor** means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. **INDEMNIFICATION:**

(a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

4. **INSURANCE:** With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) **Policy Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

DISTRICT:

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

CONTRACTOR:

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

9. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

12. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

13. **CONTRACTOR'S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being

understood that acceptance of CONTRACTOR'S work by DISTRICT shall not operate as a waiver or release.

14. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

15. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

16. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

17. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

End of Section



Peralta Community College District

RFP Acknowledgement and Signature Form

**RFP No.: 14-15/45 PROFESSIONAL TESTING AND SPECIAL INSPECTION,
GEOTECHNICAL & GEOHAZARD CONSULTING SERVICES (T&I)
AT LANEY COLLEGE BEST CENTER**

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Vendor's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the Proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this Proposal. The undersigned agrees to furnish the services stipulated on this Proposal.

Vendor Name: _____ Title: _____

Contact Person: _____

Address: _____

Telephone: _____ Fax: _____

Contractor License #: _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline Proposal:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: _____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____



Peralta Community College District

Exhibit #1: Price Proposal for Testing and Special Inspection

**RFP No.: 14-15/45 PROFESSIONAL TESTING AND SPECIAL INSPECTION,
 GEOTECHNICAL & GEOHAZARD CONSULTING SERVICES (T&I)
 AT LANEY COLLEGE BEST CENTER**

A. Soils					
	Tasks:	Quantity	Unit Cost	Units	Amount
1.	Letter of transfer of Geotechnical Responsibility	1	\$ _____	Lump sum	\$ _____
2.	COMPACTED FILLS: Verification, inspection & testing per requirements of project's DSA-103 & construction documents		\$ _____	Per Hour	\$ _____
3.	PILES: Verification, inspection & testing per requirements of project's DSA-103 & construction documents		\$ _____	Per Hour	\$ _____
4.	Laboratory Tests				
	a. Maximum Density Curve		\$ _____	Each	\$ _____
	b. Plasticity Index		\$ _____	Each	\$ _____
	c. Expansion Index		\$ _____	Each	\$ _____
	d. Sieve Index		\$ _____	Each	\$ _____
SUBTOTAL:					\$ _____
B. Concrete					
	Tasks:	Quantity	Unit Cost	Units	Amount
1.	CAST-IN-PLACE: Verification, inspection & testing per requirements of project's DSA-103 & construction documents		\$ _____	Per Hour	\$ _____
2.	PRESTRESSED CONCRETE: Verification, inspection & testing per requirements of project's DSA-103 & construction documents		\$ _____	Per Hour	\$ _____
3.	POST-INSTALLED ANCHORS: Verification, inspection & testing per requirements of project's DSA-103 & construction documents		\$ _____	Per Hour	\$ _____
SUBTOTAL:					\$ _____

C. Wood					
	Tasks:	Quantity	Unit Cost	Units	Amount
1.	PREFABRICATED WOOD STRUCTURAL ELEMENTS: Verification, inspection & testing per requirements of project's DSA-103 & construction documents		\$ _____	Per Hour	\$ _____
2.	OTHER WOOD: Verification, inspection & testing per requirements of project's DSA-103 & construction documents		\$ _____	Per Hour	\$ _____
SUBTOTAL:					\$ _____

D. Other (Miscellaneous)					
	Tasks:	Quantity	Unit Cost	Units	Amount
1.	Professional Engineering Services		\$ _____	Per Hour	\$ _____
2.	Final Verified Reports & Letter		\$ _____	Each	\$ _____
3.					
4.					
5.					
6.					
SUBTOTAL:					\$ _____

Summary			
	Tasks:	Units	Amount
A.	Soils	Sub-Total	\$ _____
B.	Concrete	Sub-Total	\$ _____
C.	Wood	Sub-Total	\$ _____
D.	Other (Miscellaneous)	Sub-Total	\$ _____
TOTAL:			\$ _____

“DSA - 103: Statement of Structural Tests and Special Inspections

Laney College BEST Center

[See the attached at the end of RFP](#)

For Reference

AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

DATE: _____ (Board Approved date)

**PROJECT
NAME:**

I. SCOPE OF THE SERVICES

The Services to be rendered (“**Services**”) under this Purchase Order (“**Order**”) consist of:

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Order is \$_____, to be paid as:

- (1) lump sum;
- (2) lump sum with progress payments;
- (3) per attached schedule of rates and charges, with a guaranteed not to exceed price of \$_____.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by [_____] and complete the Services by:

- (1) _____; or,
- (2) within [_____] days of commencement of the Services.

IV. TERMS AND CONDITIONS

- (1) Consultant shall perform the Services in accordance with the terms and conditions of this Order, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. Consultant has read, negotiated and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.
- (2) Order number must appear on all invoices and correspondence. Send invoices in duplicate to Peralta Community College District, 333 East Eighth Street, Oakland, CA 94606 immediately upon performance.
- (3) Changes made to printed Terms and Conditions on this Order are null and void unless approved in writing by the District Project Manager and General Counsel.
- (4) Consultant must comply with Appendix A and [_____].
- (5) This instrument is void to the extent it requires payment by the District of more than [\$_____].

<p>PERALTA COMMUNITY COLLEGE DISTRICT</p> <p>By: _____ José M. Ortiz, Chancellor <i>(Authorized Agent)</i></p> <p>Date: _____</p> <p>Approved as to legal form:</p> <p>By: _____ Thuy Thi Nguyen, District Counsel, Peralta Community College District</p> <p>Date: _____</p>	<p>NAME OF CONSULTANT:</p> <p>A California corporation,</p> <p>Address: _____</p> <p>_____</p> <p>By: _____</p> <p>Title: _____</p> <p>Attest: _____</p> <p>_____</p> <p>Print Name and Title (If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)</p>
<p>Requisition No.: _____</p> <p>Date: _____</p> <p>By: _____</p>	

GENERAL TERMS AND CONDITIONS

1. Purchase Order (“Order”) Force and Effect. District is not responsible for services rendered without the authority of an Order on this form. This Order shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Order (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. No modification of this Order shall be effective unless it is in writing. This Order shall supersede all other prior purchase orders and agreements between Consultant and District with respect to the work and services described herein. This Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Order are for convenience only and do not affect the construction of this Order.
2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services (“**Services**”) under this Order. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Order without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Order, regardless of the terms of any such assignment.) Consultant’s authorized representative is the individual signing this Order unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under this Order.
3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant’s work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Order, and invoices, payrolls, records and all other data related to matters covered by this Order. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Order shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
4. Independent Contractor. Consultant is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Consultant’s provision of Services not the means, methods, or scheduling of the Consultant’s work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Order. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as District’s responsibility.
5. Indemnity/Liability. To the extent of its proportionate fault and permitted by law, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “**Indemnitees**”), from and against any and all claims and liability of any type resulting from Consultant’s negligent performance of this Order. Defense counsel retained under this section shall be subject to the Indemnitees’s reasonable approval. Notwithstanding any provision of this Order, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Order or the Services. The Indemnitees’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Order. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.
7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Order for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Order. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.
8. Ownership of Results. Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, “**Subconsultants**”), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Order shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District’s prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Consultant’s standard details and proprietary design

instruments of service (not specific to this Project), however, District shall have only a non-exclusive but otherwise unrestricted license to use the materials on the Project.

9. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.
10. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Order for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Order in whole, or from time to time in part, for default, should Consultant commit a material breach of the Order, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Order for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Order. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
11. Execution; Venue; Limitations. This Order shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

Draft for review and approval by District Risk Manager

Appendix A to Purchase Order for Professional Services Agreement

INSURANCE

- A. Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$2,000,000** general aggregate and **\$1,000,000** each occurrence, subject to a deductible of not more than **\$25,000** payable by Consultant.
- B. Business automobile liability insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$10,000** payable by Consultant.
- C. Workers’ Compensation Employers’ Liability limits not less than **AS REQUIRED BY STATE** each accident, **AS REQUIRED BY STATE** per disease and **AS REQUIRED BY STATE** aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- D. Professional Liability Insurance with limits not less than **\$1,000,000** each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed **\$10,000** for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of three (3) years after the completion of the Services.
- E. Insurance policies in Appendix A shall contain an endorsement containing the following terms:
 - 1. PERALTA COMMUNITY COLLEGE DISTRICT and their respective affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 2. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
 - 3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.
 - 4. Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- F. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause E.3 above.



DSA-103 rev 1/12

Statement of Structural Tests and Special Inspections

2010 CBC

INCREMENT #

DSA File No.:

Application No.:

1-01
01-113827

Date Submitted: 12.23.2014

Revised:

Revised:

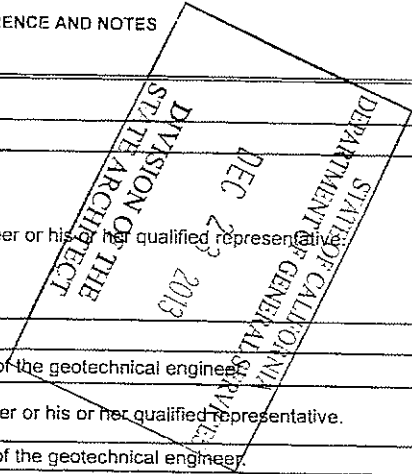
School Name	Laney BEST Center	District	Peralta Community College District
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IMPORTANT: This form is only a summary list of structural tests and special inspections required for the project. The actual tests and inspections must be performed as detailed on the DSA approved documents. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.
NOTE: This form is also available for projects submitted for review under the 2007 CBC.

INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. An "X" before a listed test or inspection indicates it is a mandatory requirement. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. **Note:** A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests finally selected. For more information on use of this form, see DSA-103.INSTR.

Note: All references to the California Building Code (CBC) are to the 2010 edition.

REQUIRED	TEST OR SPECIAL INSPECTION	TYPE 1	PERFORMED BY 2	CODE REFERENCE AND NOTES
-	SOILS			
	1. GENERAL:			Table 1704A.7
X	a. Verify that: • site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • foundation excavations are extended to proper depth and have reached proper material, and • materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE*	* By geotechnical engineer or his or her qualified representative.
-	2. COMPACTED FILLS:			Table 1704A.7
X	a. Perform qualification testing of fill materials.	Test	Lab*	* Under the supervision of the geotechnical engineer.
X	b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
X	c. Test compaction of fill.	Test	Lab*	* Under the supervision of the geotechnical engineer.
-	3. DRIVEN DEEP FOUNDATIONS (PILES):			Table 1704A.8
X	a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE* & PI	* By geotechnical engineer or his or her qualified representative.
X	b. Determine capacities of test piles and conduct additional load tests as required.	Test	Lab*	* Under the supervision of the geotechnical engineer.
X	c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.





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X	d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
	e. Steel piles.	Provide tests and inspections per STEEL section below.		
X	f. Concrete piles, and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
X	g. For specially piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.
+	4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS): Table 1704A.9			
+	5. RETAINING WALLS:			
+	6. OTHER SOILS:			
-	CONCRETE Table 1704A.4			
-	7. CAST IN PLACE CONCRETE			
	Material Verification and Testing:			
X	a. Verify use of required design mix.	Periodic	SI & PI*	* To be performed by batch-plant special inspector and project inspector.
X	b. Test reinforcing steel.	Test	Lab	1916A.2 (1916.1.6*). ASTM A370. See IR 17-10
X	c. Perform slump, temperature, and (where required) air content tests.	Test	Lab	ASTM C172, ASTM C31.
X	d. Test concrete (compression).	Test	Lab	1905A.6 (1905.6*). ASTM C39.
	Inspection:			
X	e. Inspect batching of concrete.	Continuous	SI	1704A.4.2; (see 1704A.4.3 , option 2 for waiver based on design parameters).
X	f. Inspect placement of formwork, reinforcing steel, embedded items and concrete. Inspect curing and form removal.	Continuous	PI*	* May be performed by a special inspector when specifically approved by DSA.
X	g. Welding of reinforcing steel.	Provide special inspection per STEEL, category 19.1(d) & (e) and/or 19.2(g) & (h) below.		
X	h. Verify in-situ concrete strength prior to removal of shores and forms from beams and structural slabs.	N/A	PI*	* Project inspector to verify concrete strength test reports prior to removal of shores or formwork.
-	8. PRESTRESSED CONCRETE (in addition to Cast in Place Concrete tests and inspections):			
X	a. Test prestressing tendons and anchorages.	Test	Lab	1916A.3 (1916.1.7*). ASTM A370.
X	b. Inspect placement of prestressing tendons.	Periodic	SI	
X	c. Verify in-situ concrete strength prior to stressing of tendons.	N/A	SI	Special inspector to verify concrete strength test reports prior to the stressing of post tensioned tendons.
X	d. Inspect application of prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	
+	9. PRECAST CONCRETE (in addition to Cast in Place Concrete tests and inspections):			
+	10. SHOTCRETE (in addition to Cast in Place Concrete tests and inspections):			
-	11. POST-INSTALLED ANCHORS:			
X	a. Inspect installation of post-installed anchors	Continuous	PI	Table 1704A.4



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X	b. Test post-installed anchors.	Test	Lab	1916A.7 (1916.1.11*).
+	12. OTHER CONCRETE:			
+	MASONRY	Table 1704A.5.3		
+	STEEL	Table 1704A.3		
-	WOOD			
-	24. PREFABRICATED WOOD STRUCTURAL ELEMENTS:		Section 1704A.6	
X	a. Inspect fabrication of structural glued-laminated timber.*	Continuous	SI	* see 1704A.6.3.1 for exceptions
	b. Inspect fabrication of manufactured open-web trusses.	Continuous	SI	1704A.6.3.2
-	25. OTHER WOOD:			
X	a. Inspect wood seismic system, including shearwall and roof and floor diaphragm nailing, holdowns, framing hardware including collector and chord transfer.	Continuous	PI	
	b.			
	c.			
+	OTHER		Section 1704A.15	



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Summary of Verified Reports Required:

Note: Project Inspector, contractor, architect and engineer verified reports are always required (Form DSA-6 or DSA-6A/E as applicable).

KEY to Columns

1 Type -	2 Performed By -
Continuous – Indicates that a continuous special inspection is required	GE – Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative
Periodic – Indicates that a periodic special inspection is required	Lab – Indicates that the test is to be performed by a testing laboratory accepted in the DSA laboratory Evaluation and Acceptance (LEA) Program
Test – Indicates that a test is required	PI – Indicates that the special inspection is to be performed by the project inspector
	SI – Indicates that the special inspection is to be performed by a special inspector
(Note: The difference between "tests" and "special inspections" is addressed in IR 17-4)	(Note that reassignment of responsibility is permitted only with the written approval of DSA)



John Westphal

Name of Architect or Engineer in general responsible charge

Name of Structural Engineer (When structural design has been delegated)

12/10/13

Signature of Architect or Structural Engineer date



Architect or Structural Engineer Stamp

IDENTIFICATION STAMP
 DIV OF THE STATE ARCHITECT
 APP. # 01-113827
 AC N/A F/LS N/A SS [Signature]
 DATE 10-9-2014