

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

The Peralta Community College District (“PCCD” or “District”), Oakland, California, is hereby requesting proposals for the above mentioned services. This is a structural assessment of an existing building. There is no general contractor on site.

The firm awarded this contract will be required to furnish all labor, material, tools, equipment, supplies, insurance, bonding, licenses, and applicable taxes to complete the scope of work described in this Request for Proposal.

Proposal Information

Proposal Description	Design Phase Structural Testing and Inspection
Project Type	Public Works (Contracting Services)
License Requirement	LEA (DSA Laboratory Evaluation and Acceptance)
Request for Proposal Number	17-18/30
Request for Proposal Issued	Friday, April 20, 2018
Department	Department of General Services
Scheduled Publication Dates	Friday, April 20, 2018 Friday, April 27, 2018
Mandatory Pre-Proposal Meeting Date and Location	Tuesday, May 1, 2018 at 10:00am Berkeley City College Conference Room #451B 2050 Center Street Berkeley, CA 94704
Proposal Due Date	Friday, May 11, 2018 2:00 pm

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

Instructions for Submitting Proposals

Submittal Address	Peralta Community College District Purchasing Department Attn: Myisha Lewis-Reed 501 5 th Avenue Oakland, CA 94606
Submittal Copies	One (1) paper Original clearly marked "Original" and four (4) paper Copy marked "copy", and one electronic copy in pdf format.
Submittal Envelope Requirements	Deliver Proposals in a sealed envelope. Mark the following on the outside of the envelope: <ul style="list-style-type: none"> • RFP Number • Company Name • Address • Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the vendor, in accordance to PCCDD Board Policy and Public Contract code section 4104.5.

Questions about the Request for Proposals

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

Contact	Sharon Millman (cc: Myisha Lewis-Reed) Email: smillman@peralta.edu , cc: myishalewis@peralta.edu
Question/RFI Due Date	Thursday, May 3, 2018 at 1:00pm
Response Date	Tuesday, May 8, 2018

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.

Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection

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.

Sadiq B. Ikharo, Ph.D.
Vice Chancellor for General Services

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

Table of Contents

I. Project Overview 4
 II. Scope of Services..... 5
 III. Submission Requirements 6
 IV. Evaluation Criteria 9
 V. Additional Requirements. 11

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	Yes
6	SLBE/SELBE Self Certification Affidavit	Yes, if applicable
7	Non-Collusion Affidavit	Yes
8	General Provisions	No
9	Acknowledgement and Signature Form	Yes
10	Sample Agreement for Professional Services	No
11	Detailed Scope of Work	No

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

I. Project Overview

The Peralta Community College District (District) is seeking formal proposals from qualified firms with expertise in structural testing and inspection **of existing buildings** to support engineering calculations and DSA approval during the **design phase** of a seismic retrofit and remodel project.

The District purchased an existing office building at 2118 Milvia Street in downtown Berkeley and is planning to remodel it for use as a community college classroom building. The scope of work for this contract is to provide design phase testing and inspection to support the design development work of the structural engineer of record and to provide required documentation of the characteristics of existing structural elements to support review and approval of the design by DSA. The work includes both non-destructive and destructive testing and inspection. The specific type, location, and quantity of tests and inspections is further defined in this RFP.

The building is currently unoccupied, there is no other work in progress, and no contractor on site. **The entity responding to this RFP must provide its own access to the existing structural elements and repair structural elements compromised by the testing and inspection process.** The testing and inspection firm may begin the entire scope of work immediately upon receipt of a notice to proceed and shall complete the work promptly. The contract is lump sum.

The work will be managed and coordinated by the District's Capital Projects unit. All work and communication shall be directed by and coordinated through the Facilities Project Manager assigned by the Director of Capital Projects and Facilities. Capital Projects will act as liaison for all parties during the performance of this work.

END OF SECTION 1

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

II. Scope of Services

See Attachment #11 Detailed Scope of Work.

END OF SECTION 2

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

III. Submission Requirements

Respond to the following submission requirements clearly and concisely. PCCD will use these responses to evaluate capabilities and experience. Provide and label responses in the order presented below. Individual sections of the Proposal may be separately evaluated. Failure of Proposer to provide any information requested in the RFP may result in rejection for non-responsiveness.

Submittal Format:

Page limit for items #1 through #5 and #10 = **20 pages** (single-sided, or 10 pages double-sided), total.

Narrative formatted to print on 8 1/2" x 11" paper, with text font no smaller than 10 point.

Charts may be formatted to print on 11" x 17" paper, with text font no smaller than 10 point.

1. Introduction

- a. Cover Letter
 - a. Highlights of Proposal – experience, interest, availability.
- b. Information Regarding Entity Submitting the Proposal
 - a. Company name (and local/parent company name, if different)
 - b. Physical business address, company website, company phone for contracting office (and local/parent office, if different)
 - c. Federal Tax ID number
 - d. Names and titles of current owner(s), officers, and key personnel
 - e. Brief history of company, including years in business, changes in ownership, years at local office, previous business names (if any).
 - f. Primary contact person regarding this Proposal prior to award
 - i. Name
 - ii. Email Address
 - iii. Direct Phone
 - iv. Primary Office (physical location)
 - g. Business and professional licenses
- c. Information Regarding Partnerships, Subconsultants, Subcontractors, and/or Vendors
 - a. Similar to (b), above.

2. Successful Experience Performing Similar Work

Identify the no less than 3 projects, and no more than 10 projects, as the most relevant experience. Provide the following information for each project:

Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection

- a. Name, location, date.
- b. Brief description of project.
- c. Explanation of relevance.
- d. Identify individual and entity participation.
 - i. Names of Proposer’s employees associated with project, brief description of role(s), indicate whether experience is associated with previous employer. Highlight participation by proposed Project Manager(s).
 - ii. Names of Partner, Sub-consultant, Subcontractor, and/or vendor entities associated with project. Provide names of current employees associated with project, brief description of role(s), indicate whether experience is associated with previous employer.
- e. Name of project owner, contact name, phone, email.
- f. Name of lead design firm, contact name, phone, email.
- g. Name of structural engineering firm, contact name, phone, email.

3. Work Plan and Schedule

Describe composition and structure of project-specific team. Provide work schedule as milestones and durations (not as specific dates). Describe how access will be provided and repair will be accomplished. Describe up to three project-specific challenges and how they will be addressed.

4. Qualifications of Project Manager

Provide the name and qualifications of at least one and not more than three individuals proposed to fill the role of Proposer’s Project Manager after contract award. This individual shall be the single point of contact for the District’s Project Manager regarding all aspects of this contract.

The individual assigned to this role must be identified at award of contract and must be selected from the individuals presented in the Proposal. Assignment shall be continuous for the entire duration of the project. Changes or substitutions require advance written permission from the District.

Requests for changes or substitutions shall be in writing, shall include an explanation of why the assigned personnel is unavailable, why other individuals proposed (if any) are unavailable, and shall present the qualifications of potential substitute personnel with direct comparison to the qualifications of personnel identified in the Proposal. Substitute personnel must possess qualifications equal to or exceeding those of the individuals presented in the Proposal, as determined by the District.

5. Fee

Provide a lump sum Fee Proposal to provide the complete scope of work described in this RFP. Provide a Schedule of Values including each of the following as a separate line item:

- a. Perform each type of test and inspection required, indicating quantity, with cross-reference to the ID in the Detailed Scope of Work (Attachment #11)

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

- b. Provide access to all elements.
- c. Repairs to structural elements.
- d. Repairs to non-structural elements. Clearly state scope of repair for non-structural elements requiring removal to perform material sampling and condition assessment.
- e. Compile final report.
- f. Meetings to facilitate work and discuss final report.
- g. Recommended contingency to be used for additional tests and inspections, or other work that may be required, based on experience with similar projects.
- h. Unit pricing to support additions or deletions from the lump sum scope of work.

6. Debarment

Provide a statement that Proposer has not been debarred from providing services to any State or Federal Agency within the last five (5) years, signed and dated by an officer of the entity submitting the Proposal.

If Proposer has been debarred, provide background information and reason for the debarment, including name and contact information for the Agency issuing the debarment.

7. Environmentally Sustainable Procurement

Complete the Environmentally Sustainable Procurement Form (see Section VI Attachments) and submit with Proposal. If the product or service does not directly address the District's goal, describe other actions Proposer has taken to promote environmental sustainability. Pages in this section are excluded from the page limit.

8. SELBE

Complete the Small Local Business Entity/Small Emerging Local Business Entity Form (see Section VI Attachments) and submit with Proposal. Pages in this section are excluded from the page limit.

9. Other Required Forms

Submit all other required forms (see Table of Contents for this RFP, above, and Section VI Attachments, below) with Proposal. Pages in this section are excluded from the page limit.

10. Other Information (optional)

This section can be used to provide additional information, subject to the page limit.

END OF SECTION 3

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

IV. Evaluation Criteria

The Peralta Community College District must be assured that the Proposer selected for award of contract 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 Proposer, any information that the Peralta Community College District deems necessary to determine the Proposer’s capabilities. If such information is required, the Proposer will be notified and will be permitted five (5) working days to submit the requested information.

In making a recommendation for award of contract, the District will evaluate a number of factors in combination, weighted as indicated below.

A. Selection Criteria:

Submissions will be scored according to the following:

Item	Criteria	Maximum Points
1	<u>Successful Experience Performing Similar Work</u>	30
2	<u>Complete Proposal and Scope of Work</u>	20
3	<u>Work Plan and Schedule</u>	15
4	<u>Qualifications of Project Manager</u>	10
5	<u>Fee</u>	10
6	<u>Communication Skills</u>	5
7	<u>Environmentally Sustainable Procurement</u>	5
8	<u>SLBE</u>	5
	Total	100

B. Selection Procedure:

An evaluation committee will score all Proposals according to the selection criteria above.

The District may, at its discretion, invite one or more Proposers with the highest score(s) to an interview at the District Office, and/or request additional information to support the evaluation process.

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

The Proposal with the highest score will be recommended for award of contract. Award of contract is subject to approval by the District's Board of Trustees.

C. Negotiation of Fee and Scope

Following the selection process and prior to award of contract, the District may choose to negotiate revisions to the scope of work and fee proposal with the Proposer recommended for award by the evaluation committee. If an agreement on fee and scope cannot be reached in a timely manner, the District may pursue an agreement with the next highest scoring Proposer.

END OF SECTION 4

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

V. Additional Requirements

A. Cost of Participation in Selection Process

Costs for developing responses to this RFP are entirely the responsibility of the Proposer 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 Proposer 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 proposals 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 Proposer 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.

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

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 Vendor shall be responsible for any and all damages to the PCCD premises resulting from the negligent acts or willful misconduct of the Vendor's 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 provided as a result of this RFP.

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

O. Acceptance

Any Proposal 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. Award and Length of Contract

The Board of Trustees shall not be bound to accept the lowest fee. The Board will award the contract to the Proposer selected through the competitive process outlined in this RFP.

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

Q. 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. Proposers must rely solely on their own independent assessment as the basis for the submission of any offer made.

END OF SECTION 5

**Peralta Community College District
REQUEST FOR PROPOSAL 17-18/30
BCC MARR – Design Phase Structural Testing and Inspection**

VI. Attachments

See Table of Contents (prior to Section I) for complete list of Attachments. Attachments #1 through #11 appear in this file.



PERALTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL 17-18/30

BCC MARR -- Design Phase Structural Testing and Inspection

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

Amount of Annual Business



PERALTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL 17-18/30

BCC MARR -- Design Phase Structural Testing and Inspection

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 #														

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.

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.



PERALTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL 17-18/30

BCC MARR -- Design Phase Structural Testing and Inspection

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.
---	----------------------------------



**PERALTA COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSAL 17-18/30**

BCC MARR – Design Phase Structural Testing and Inspection

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

Contractor Name: _____ Title: _____

Authorized Signature: _____ Date: _____



PERALTA COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSAL 17-18/30
BCC MARR Design Phase Structural Inspection and Testing

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
REQUEST FOR PROPOSAL 17-18/30**

BCC MARR – Design Phase Structural Testing and Inspection

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 REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

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



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

- 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
REQUEST FOR PROPOSAL 17-18/30**

BCC MARR – Design Phase Structural Testing and Inspection

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.

RFP Number: _____ RFP Name: _____

Signed

Date

Printed or typed name

Title



**PERALTA COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSAL 17-18/30**

BCC MARR – Design Phase Structural Testing and Inspection

NON-COLLUSION AFFIDAVIT

(To be executed by Proposer and submitted with your proposal)

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: _____



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

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 tortious 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. INSURANCE REQUIREMENTS

The Contractor shall maintain in full force and effect and cause its subcontractors to maintain, for the period covered by the Contract, the following insurance:

1. Comprehensive or commercial general liability insurance with limits not less than \$1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), broad form property damage, products liability, and completed operations.
 - a. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall be two times the occurrence limits stipulated.



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

- b. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract, and without lapse, for a period three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
2. Comprehensive or business automobile liability insurance with limits not less than \$1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles, as applicable.
3. Workers' Compensation, including Employers' Liability Insurance with limits not less than \$1,000,000 each accident, occurrence or disease and \$1,000,000 aggregate.
 - a. The Workers' Compensation Insurance shall cover any compensation payable under the provisions of the act of legislature of the State of California, known as the "Workmen's Compensation Insurance and Safety Act" approved May 26, 1913, and all acts amendatory and supplemental thereto. If the Contractor fails to maintain such insurance, the District, at its sole option and without incurring any further obligation to provide insurance, may take out Workers' Compensation Insurance to cover any compensation payable under the provisions of the Act by reason of any employee of the Contractor being injured or killed, and to deduct and retain the amount of the premium for such insurance from any sums due the Contractor. If the injury occurs to any employee of the Contractor for which the employee, or its dependents in the event of its death, is entitled to compensation from the District under the provisions of said Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under these Contract Documents an amount sufficient to cover such compensation, as fixed by said Act, until such compensation is paid; and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.
 - b. The Contractor shall sign and file with the District the following certification prior to performing the Work of the Contract:

"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."
4. Builder's Risk Insurance on an All-Risk Form covering the new Work under the Contract, excluding earthquake and flood but including ensuing perils, with limits not less than the Contract Sum and any deductible not to exceed \$10,000.
 - a. Coverage for debris removal limits not less than \$1,000,000.
 - b. Such policy shall name the District as loss payee and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct insurance business in California.



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

- c. In the event of any damage except earthquake and flood, it shall be the Contractor's responsibility to perform at its expense all required repair and replacement including damage to adjacent areas.
 - d. The Contractor shall be responsible for all losses not covered by the policy, excluding earthquake and flood, including the deductibles.
5. In the event that the Contractor employs professional engineering services, the Contractor shall require the retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement and any deductible not to exceed \$50,000 each claim. The Contractor shall provide the District with Certificates of Insurance for any such policy.
 6. In the event that the Contractor is performing abatement of hazardous or contaminated materials work or employs a subcontractor or entity for abatement of hazardous or contaminated materials, the Contractor shall furnish or require the subcontractor or entity to maintain environmental liability insurance with limits not less than \$1,000,000, policy written on an occurrence form, with any deductible not to exceed \$25,000, including coverage for Contractor's pollution legal liability for contaminated soils, asbestos, lead, underground storage tanks, and other hazardous materials which may be encountered at the site.

B. INSURANCE BY OTHERS:

For General Liability, Environmental Pollution Liability and Automobile Liability Insurance, the Contractor shall include as additional named insureds, the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.

C. FORM OF POLICIES AND OTHER INSURANCE REQUIREMENTS:

1. Before commencement of the Work of this Contract, certificates of insurance shall be furnished to the District, with complete copies of policies to be furnished to the District promptly upon request.
2. Approval of the insurance by the District shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment of any and all damages, except damage caused by earthquake or flood, resulting from its operations. All policies of insurance and certificates shall be satisfactory to the District.
3. Liability insurance shall be on an occurrence basis; and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

4. Each such policy shall provide that no cancellation, non-renewal nor any reduction in its coverage shall occur without the carrier giving to the District at least thirty (30) days' written notice prior thereto. All notices shall be made to:

Sadiq B. Ikhara
Vice Chancellor of General Services
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

5. The Contractor shall file with the District a certificate of the required new or renewed policy at least ten (10) days before the effective date of such cancellation, change or expiration, with a complete copy of new or renewed policy.
 6. If, at any time during the life of this Contract, the Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at District's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the District as provided hereinbefore that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the District.
 7. Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Contract.
- D. Insurance companies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have an "A-,VIII" in Bests Rating Guide and shall be satisfactory to the District.

D CONTRACTOR ADDITIONAL INSURANCE REQUIREMENTS (For all projects)

- A. Notice to the District: Further the policy will provide not less than thirty (30) days prior written notice to District's Program Administrator or its Designee of any material change in the insurance or cancellation or non-renewal.
- B. Additional Insured: The District will be endorsed as "additional insured" on Contractor's and Subcontractors' policy or policies. Contractor and Subcontractors shall furnish Certificates of Insurance evidencing said coverage before commencing work on the Project.
- C. Contractor Construction Equipment Insurance: Any policies maintained by the contractor and subcontractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner and all other indemnities named in the contract.



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

- D. Professional Liability Insurance (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, coverages or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.
- E. Environmental and Asbestos Abatement Coverages: If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the Contractor will be required to provide adequate coverages, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.
- F. Hold Harmless clause: Work done on the premises, or in connection with the prosecution of this contract by the Contractor, shall be at the Contractor's risk and the Contractor shall assume any and all liability and shall hold harmless the District, their agents, servants or employees, from claims or demands, cost expenses, loss or damage due to bodily injury, sickness or disease, including death to employees of the Contractor or any other person, or damage of property including loss of use thereof suffered by employees of the Contractor or any other person; arising out of the performance of the contract, whether such are based upon negligence of the District or any other person, firm, corporation or organization for whom such contract is being performed, their agents, employees or otherwise.

E PROOF OF CARRIAGE OF INSURANCE

- A. Before work is started, the Contractor shall forward to the Owner two copies of a Certificate of Insurance or Memorandum of Insurance, evidencing that all required Contractor Furnished Insurance is in force, executed by an authorized representative of the insurance company, and naming Owner as additional insured as outlined below.
- B. Certificates and insurance for contractor furnished insurance policies shall include the following clause:
- "This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice have been mailed to the District. Date of cancellation or reduction may not be less than Thirty (30) days after date of mailing notice."*
- C. Certificates of insurance for contractor furnished insurance policies shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
- D. Certificates of insurance for contractor furnished insurance policies shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
- E. Contractor furnished policies will be written by an insurer of satisfactory character including a Best's rating of not less than A- VIII and an admitted carrier in the State of California. If requested by the District, a certified copy of the actual policies with appropriate endorsement(s) and other documents shall be provided to the District.



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

- F. In the event the contractor or any subcontractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the Owner may procure and maintain such coverages for all parties on behalf of the contractor. Contractor shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice.
- G. Subcontractors. Should a contractor engage a subcontractor, the same conditions will apply to each subcontractor. Each subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor, naming the Contractor and the Owner as additional insureds. Copies of certificates of insurance for subcontractors must be filed with the District within thirty (30) working days after issuance of a Notice to Proceed and at least five (5) working days before the subcontractor begins work on the site. Failure to provide evidence of such insurance shall result in the subcontractor being excluded from the site until proper coverage is verified. The cost of any resulting delay will be borne by the contractor.

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:

(Notices):

Kelle Lynch McMahon
Interim Director of Capital Projects and Facilities
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

and copy to:

Sharon Millman
Facilities Project Manager
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
smillman@peralta.edu

(Bills):

Sharon Millman
Facilities Project Manager
Peralta Community College District
333 East 8th Street
Oakland, CA 94606



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

and copy to:

smillman@peralta.edu

CONTRACTOR:

(Notices):

(Payments):

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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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,



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

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.

12. **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.

13. **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.

14. **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.

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

16. **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
REQUEST FOR PROPOSAL 17-18/30**

BCC MARR – Design Phase Structural Testing and Inspection

Acknowledgement and Signature Form

The undersigned having carefully examined the Request for Proposals, 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 described 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 RFP, 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: _____



**PERALTA COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSAL 17-18/30**

BCC MARR – Design Phase Structural Testing and Inspection

Decline Proposal:

We **decline** to submit a Proposal on this Project. Please explain below. Please also indicate if you would like to remain on our vendor list.

Explanation:

Company: _____

Address: _____

Signature _____ Date: _____

Name (printed): _____

Keep on vendor list: Yes ___ No ___

PERALTA COMMUNITY COLLEGE DISTRICT
333 EAST EIGHTH STREET
OAKLAND, CA 94606

No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

BOARD APPROVAL DATE:

PROJECT: **Milvia Acquisition, Retrofit and Remodel for Berkeley City College (“BCC MARR”)**

CONTRACT: **Design Phase Structural Testing and Inspection**

I. SCOPE OF THE SERVICES

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

Design phase structural testing and inspection services per RFP 18-19/30 and Proposal dated _____.

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 after **the latest signature below** and within 5 business days of delivery of fully signed Agreement and associated Purchase Order.

Consultant shall complete the Services by:

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

This contract will expire on _____ unless extended via Addendum.



**PERALTA COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSAL 17-18/30**

BCC MARR – Design Phase Structural Testing and Inspection

IV. TERMS AND CONDITIONS

- (1) In case of conflict between the Agreement and the Proposal, between the Agreement and the RFP, between the RFP and the Proposal, within the Agreement, within the RFP, or within the Proposal, the terms most favorable to the District, at the sole discretion of the District, shall take precedence.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) This instrument is void to the extent it requires payment by the District of more than **the total Lump Sum Price indicated in Section II.**

<p>PERALTA COMMUNITY COLLEGE DISTRICT</p> <p>By: _____ Jowel C. Laguerre, Chancellor <i>(Authorized Agent)</i></p> <p>Date: _____</p> <p>Approved as to legal form:</p> <p>By: _____ Nitasha Sawhney Peralta Community College District</p> <p>Date: _____</p> <p>Department of General Services:</p> <p>By: _____ Sadiq B. Ikharo, VC of General Services Peralta Community College District</p> <p>Date: _____</p>	<p>NAME OF CONSULTANT:</p> <p>A California corporation,</p> <p>Address: _____ _____</p> <p>By: _____</p> <p>Name (Printed): _____</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>



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

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



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

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.



PERALTA COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSAL 17-18/30

BCC MARR – Design Phase Structural Testing and Inspection

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.

ATTACHMENT #11

Detailed Scope of Work

Summary

Provide structural and nonstructural material testing, condition assessment, and associated repairs as described in Sections 2, 3, and 5 below, as well as measurements at adjacent buildings as noted in Section 4. Drawings without mark-ups are included for reference in Section 6. Provide report with summary of findings, description of procedure, and supporting detail cross-referenced to drawings and requirements of this section. Include actual location of each test, assessment, and/or measurement and associated result in the report.

See also [Project Overview in Section 1 of the main body of this RFP.](#)

Detailed Information

- 1.0 Background and Building Description**
- 2.0 Structural Material Testing and Assessment**
- 3.0 Non-Structural Material Testing and Assessment**
- 4.0 Adjacent Buildings**
- 5.0 Drawings with Scope Mark-Ups**
 - 5.1** 1966 Structural Plan Drawings (S1, S2, S3, S4) and 1995 Structural Plan Drawings (S3, S4) with markups (6 sheets total)
- 6.0 Drawings for Reference**
 - 6.1** Complete 1966 Structural Drawings (8 sheets)
 - 6.2** 2005 Remodel (3 sheets) and Complete 1995 Structural Drawings (5 sheets)

1.0 BACKGROUND AND BUILDING DESCRIPTION

The purpose of this scope of work is to evaluate and to document the characteristics of an existing structure in order to support the work of the structural engineer to convert an existing office building into an annex classroom and office building for the adjacent Berkeley City College and for DSA to review the design. The existing building is "Non-Conforming" with respect to the Field Act, which requires that the enhanced design and quality control procedures which would apply to a new building used for this public education purpose, also be applied to an existing building to be converted to this public education purpose. Extensive evaluation, materials testing, and retrofit of the existing building are required.

The existing office building at 2118 Milvia Street is a three story building constructed as follows:

- 8" Reinforced CMU perimeter walls.
- Steel-framed (primary) with wood infill (roof and floors) joist framing and plywood horizontal assembly.
- Second and third floor diaphragm is covered with concrete topping slab.
- Founded upon isolated spread footings with ground floor slab-on-grade.
- Cold-Formed Steel (CFS) interior wall assembly.

A seismic upgrade of the building was implemented around 1995 and consisted of the following:

- Addition of two bays of diagonal braced frames at the first floor (one bay each direction).
- Addition of CMU wall anchorage and limited drag connections at the second and third floors.

2.0 STRUCTURAL MATERIAL TESTING AND ASSESSMENT

Provide comprehensive material testing and comprehensive condition assessment in accordance with ASCE 41-13 . The results of this testing and assessment will be submitted to DSA as part of an Evaluation and Design Criteria Report in advance of the complete renovation project application.

A summary of the materials testing requirements is as follows:

2.1.1 EXISTING MATERIAL PROPERTIES AND TESTING FOR STEEL PER SECTION 9.2.2

Test Description (ASCE 41-13 Section 9.2.2.1.1)

The following component and connection material properties shall be obtained for the as-built structure:

1. Yield and tensile strength of the base material;
2. Yield and tensile strength of the connection material; and
3. Carbon equivalent of the base and connection material.

See the following table and the notes on the attached, 1966 Structural Plans for the location and number of tests:

Component	Description of Existing Element	Testing Requirement
Steel WF columns	14W87 Fy not specified	3 coupons
Steel pipe columns	5" ϕ STD (1 st), 4" ϕ STD (2 nd), 3" ϕ STD (3 rd) Fy not specified	3 coupons
Steel WF beams and girders	14WF30, 14WF87, 10WF21 Fy not specified	3 coupons
Steel WF beam and girder to column connections	Connection Angles, Bolts Fy not specified	3 coupons of connection plate, one sample of weld metal and 3 bolts sampled
Steel WF girder splice connections	Splice Plate, Bolts Fy not specified	3 coupons of connection plate, one sample of weld metal and 3 bolts sampled
Steel column base plates and anchor bolts at 2nd Floor	Fy not specified.	3 coupons of connection plate, one sample of weld metal and 3 anchor bolts sampled
Steel column base plates and anchor bolts at Foundation	Fy not specified	3 coupons of connection plate, one sample of weld metal and 3 anchor bolts sampled

Steel J Bolts @ Wood Ledger	Fy not specified	3 J bolts sampled
-----------------------------	------------------	-------------------

Where referenced in the above table, weld metal samples shall include a composite base metal and weld metal sample. Additionally, the results of material testing shall be compared with the ASCE 41-13 default values. If the material tests show weaker than default strengths, the frequency of testing shall be doubled compared to that shown here.

2.1.2 EXISTING MATERIAL CONDITION ASSESSMENT FOR STEEL PER SECTION 9.2.3

Assessment Description (ASCE 41-13 Sections 9.2.3.1 and 9.2.3.2.2)

General Condition Assessment

1. Examine the physical condition of primary and secondary components; and
2. Verification of the presence and configuration of structural elements.

At least three connections of each type shall be exposed for the primary structural components. If no deviations within a connection group are observed, the sample shall be considered representative. If deviations within a connection group are observed, then additional connections shall be exposed until the extent of deviations is determined.

See the following table and the notes on the attached, 1966 Structural Plans for the location and number of observations:

Component	Description of Existing Element	Observation Requirement
Steel WF columns	14W87	-Confirm physical dimensions -Examine for degradation
Steel pipe columns	5" ϕ STD (1 st), 4" ϕ STD (2 nd), 3" ϕ STD (3 rd)	-Confirm physical dimensions -Examine for degradation
Steel WF beams and girders	14WF30, 14WF87, 10WF21	-Confirm physical dimensions -Examine for degradation
Steel WF beam and girder to column connections	Welded and Bolted shear plate connections	-Confirm physical dimensions -Examine for degradation -At least three connections of each type shall be exposed
Steel WF girder splice connections		-Confirm physical dimensions -Examine for degradation -At least three connections of each type shall be exposed
Steel column base plates and anchor bolts at 3rd Floor		-Confirm physical dimensions -Examine for degradation

Steel column base plates and anchor bolts at 2nd Floor		-Confirm physical dimensions -Examine for degradation
Steel column base plates and anchor bolts at Foundation		-Confirm physical dimensions -Examine for degradation

2.2.1 EXISTING MATERIAL CONDITION ASSESSMENT FOR MASONRY PER SECTION 11.2.2

Test Description (Section 11.2.2.2)

Nondestructive tests shall be permitted to quantify and confirm the uniformity of construction quality and the presence and degree of deterioration for comprehensive data collection, including but not limited to the following:

1. Ultrasonic or mechanical pulse velocity to detect variations in the density and modulus of masonry material and to detect the presence of cracks and discontinuities¹;
2. Impact-echo tests to confirm whether reinforced walls are grouted;
3. Radiography to confirm location of reinforcing steel and locations and lengths of reinforcement splices; and
4. Infrared thermography to detect the extent of voids in masonry walls and the locations of grouted and ungrouted cells.

See the following table for the location and number of tests, per Section 11.2.3.9.3.

Component	Testing/Observation Requirement	Testing/Observation Requirement
8" CMU wall – Line E (approx. 4000 sf of wall surface)	Size of CMU blocks, extent of grouting (appears to be fully grouted), and size & spacing of reinforcement shown in drawings. Location and length of vertical and horizontal reinforcement splices. No material specs in drawings. No reinforcement splices shown in drawings.	Min of 6 tests
8" CMU wall – Line 8 (approx. 1700 sf of wall surface)	Size of CMU blocks, extent of grouting (appears to be fully grouted), and size & spacing of reinforcement shown in drawings. Location and length of vertical and horizontal reinforcement splices. No material specs in drawings. No	Min of 2 tests

	reinforcement splices shown in drawings.	
8" CMU exterior cladding wall: 3'8" long-piers, located at south and east building facades (16 wall piers @ 133 sf each = approx. 2100 sf of wall surface)	Size of CMU blocks, extent of grouting (appears to be fully grouted), and size & spacing of reinforcement shown in drawings. Location and length of vertical and horizontal reinforcement splices. No material specs in drawings. No reinforcement splices shown in drawings.	Min of 2 tests TOTAL representing all wall piers of this type
12" CMU exterior wall piers located at east building entrance (2 wall piers @ 133 sf each = approx. 266 sf of wall surface)	Size of CMU blocks, extent of grouting (appears to be fully grouted), and size & spacing of reinforcement shown in drawings. Location and length of vertical and horizontal reinforcement splices. No material specs in drawings. No reinforcement splices shown in drawings.	Min of 2 tests TOTAL representing all wall piers of this type
8" CMU stairwell walls (2 stairwells @ 2100 sf each = approx 4200 sf of wall surface)	Size of CMU blocks, extent of grouting (appears to be fully grouted), and size & spacing of reinforcement shown in drawings. Location and length of vertical and horizontal reinforcement splices. No material specs in drawings. No reinforcement splices shown in drawings.	Min of 6 tests TOTAL representing all stairwell walls

Condition of existing masonry should be classified as Good, Fair, or Poor. If the components are found to be deteriorated, or damaged, the knowledge factor may need to be reduced to 0.75.

¹ Ultrasonic methods are not useful if the masonry is of poor quality.

2.2.2 EXISTING MATERIAL PROPERTIES AND TESTING FOR MASONRY PER SECTION 11.2.3

Test Description (Section 11.2.3.1):

The following properties shall be obtained:

1. Masonry compressive strength – prism tests (see below) OR per TMS 402;
2. Elastic modulus for masonry – determine per TMS 402, that is, no testing required;
3. Reinforced masonry bed-joint flexural tensile strength;
4. Reinforced masonry material testing to quantify strength and stiffness properties
 - a. Shear strength – testing per 1 of 4 methods; either test expected strength OR test lower-bound strength and use factor to translate to expected strength; and
 - b. Stiffness (shear modulus) – determine per TMS 402.

Component	Description of Existing Element	Testing/Observation Requirement
8" CMU wall – Line E (approx. 4000 sf of wall surface) Masonry compressive strength	No material specs in drawings.	Min of 6 tests; test prisms shall be extracted from an existing wall & tested in accordance with Section 1.4.B.3 of TMS 602.
8" CMU wall – Line E (approx. 4000 sf of wall surface) Masonry shear strength	No material specs in drawings.	Min of 6 tests; testing per ASTM C1531 or ASTM C496.
Reinforcing steel – Line E CMU wall	Fy not specified.	Min of 6 tests; Remove samples for tension testing in accordance with ASTM A615.
8" CMU wall – Line 8 (approx. 1700 sf of wall surface) Masonry compressive strength	No material specs in drawings.	Min of 2 tests; test prisms shall be extracted from an existing wall & tested in accordance with Section 1.4.B.3 of TMS 602.
8" CMU wall – Line 8 (approx. 1700 sf of wall surface) Masonry shear strength	No material specs in drawings.	Min of 2 tests; testing per ASTM C1531 or ASTM C496.
Reinforcing steel – Line 8 CMU wall	Fy not specified.	Min of 2 tests; Remove samples for tension testing in accordance with ASTM A615.
8" CMU exterior cladding wall: 3'8" long-piers, located at south and east building facades (16 wall piers @ 133 sf each = approx. 2100 sf of wall surface) Masonry compressive strength	No material specs in drawings.	Min of 2 tests; test prisms shall be extracted from an existing wall & tested in accordance with Section 1.4.B.3 of TMS 602.
Reinforcing steel – 8" CMU exterior cladding wall: 3'8" long-piers, located at south and east building facades	Fy not specified.	Min of 3 tests per section 10.2.2.4.2.3; Remove samples for tension testing in accordance with ASTM A615.
12" CMU exterior wall piers located east building entrance	No material specs in drawings.	Min of 2 tests;

(2 wall piers @ 133 sf each = approx. 266 sf of wall surface) Masonry compressive strength		test prisms shall be extracted from an existing wall & tested in accordance with Section 1.4.B.3 of TMS 602.
Reinforcing steel – 12” CMU exterior wall piers located east building entrance	Fy not specified	Min of 3 tests per section 10.2.2.4.2.3; Remove samples for tension testing in accordance with ASTM A615.
8” CMU stairwell walls (2 stairwells @ 2100 sf each = approx 4200 sf of wall surface) Masonry compressive strength	No material specs in drawings.	Min of 2 tests; test prisms shall be extracted from an existing wall & tested in accordance with Section 1.4.B.3 of TMS 602.
Reinforcing steel – 8” CMU stairwell walls	Fy not specified	Min of 3 tests per section 10.2.2.4.2.3; Remove samples for tension testing in accordance with ASTM A615.
CMU wall tie epoxy anchors from 1995 upgrade	See 1995 Drawing S3, Details 1, 2, and 3/S3.	For 3 different connections of each connection type, perform tension pull tests to determine anchorage strength.

Increase the frequency of testing if the COV results are higher than 25%, until the COV is brought to 25% or lower.

2.3.1 EXISTING MATERIAL PROPERTIES AND TESTING FOR WOOD PER SECTION 12.2.2

See the following table and the notes on the attached, 1966 Structural Plans for the location and number of tests and observations:

Component	Description of Existing Element	Testing/Observation Requirement
Plywood floor diaphragms	5/8” plywood w/ edge nail 10d @6”oc and intermediate nail 10d@12”oc	At 3 random locations per floor, at 2 floors (6 total) determine grade by observing grade stamps or by sampling and testing; verify nailing.
Plywood roof diaphragms	3/8” plywood w/ edge nail 8d @6”oc and intermediate nail 8d@12”oc	At 3 random locations per floor, at 2 floors (6 total) determine grade by observing grade stamps or by sampling and testing; verify nailing.
2x & 4x Sawn lumber joists		- At 3 random locations per floor, at 2 floors (6 total) determine grade by observing grade stamps or by sampling and testing. - Verify physical dimensions for each joist size.

6x Sawn lumber beams		<ul style="list-style-type: none"> - At 3 random locations per floor, at 2 floors (6 total) determine grade by observing grade stamps or by sampling and testing. - Verify physical dimensions for each joist size.
----------------------	--	---

2.3.2 EXISTING MATERIAL CONDITION ASSESSMENT FOR WOOD PER SECTION 12.2.3

Perform a comprehensive condition assessment for all primary structural components of the gravity and lateral-load-resistance system per Section 12.2.3.

See the following table and the notes on the attached, 1966 Structural Plans, and the attached, 1995 Second and Third Floor Framing Plans, for the location and number of observations:

Component	Description of Existing Element	Observation Requirement
Plywood floor diaphragms	5/8" plywood w/ edge nail 10d @6"oc and intermediate nail 10d@12"oc	At 3 random locations per floor, at 2 floors (6 total), examine for degradation.
Plywood roof diaphragms	3/8" plywood w/ edge nail 8d @6"oc and intermediate nail 8d@12"oc	At 3 random locations, examine for degradation.
Collector "drag" connections (1995 upgrade), see lines A2 and A5	See 1995 Drawing S3, Detail 4/S3.	For 3 different connections of each connection type, confirm physical dimensions, examine for proper installation, examine for degradation.
CMU wall ties from 1995 upgrade <ul style="list-style-type: none"> • holdowns and straps 	See 1995 Drawing S3, Details 1, 2, and 3/S3.	For 3 different connections of each connection type, confirm physical dimensions, examine for proper installation, examine for degradation.
CMU wall ties from 1995 upgrade <ul style="list-style-type: none"> • epoxy anchors SEE CMU SECTION	SEE CMU SECTION	SEE CMU SECTION
Cross tie steel beams and girders and connections. SEE STEEL SECTION	14WF30, 10WF21	Remove coverings for visual inspection for at least 3 different connections of each type.

Sawn lumber joists	2x12, 2x8	For each joist size, confirm physical dimensions and examine for degradation.
Connection – wood joists to steel girders		- Remove coverings for visual inspection for at least 3 different connections of each type; document connection detail. - Examine for degradation
Connection – wood joists to wood ledgers (joist hangers)	See Universal Joist Hanger specification on S8	- Remove coverings for visual inspection for at least 3 different connections of each type; document connection detail. - Examine for degradation

2.4.1 EXISTING MATERIAL PROPERTIES AND TESTING FOR CONCRETE PER SECTION 10.2.

Test Description (Section 10.2.2.1)

1. Compressive Strength; and
2. Yield and ultimate strength of reinforcing.

See the following table and the notes on the attached, 1966 Structural Foundation Plan for the location and number of tests:

Component	Description of Existing Element	Testing Requirement
Spread and continuous foundations - concrete		6 core tests
Spread and continuous foundations – steel reinforcement		3 locations
Drilled Piers	f'c not specified	6 core tests
Drilled Pier Reinforcement	fy not specified	3 locations

If the coefficient of variation COV comes out to be higher than 20%, provide additional tests until the COV comes out at or below 20%.

2.4.2 EXISTING MATERIAL CONDITION ASSESSMENT FOR CONCRETE PER SECTION 10.2.3.2.2.

Comprehensive condition assessment for existing concrete:

Component	Description of Existing Element	Testing Requirement
Spread and continuous foundations - concrete		At 3 locations, inspect existing concrete for deterioration.
Drilled Piers - depth	Per 1966 drawing detail 3/S7 and results of Terraphase 2017 geotechnical investigation, pier depth is expected to be approximately 25 ft below grade.	At 3 locations (one pier at each end and one at the midpoint of line E), verify pier depth by one of 3 possible methods: 1) Pulse/echo test; 2) Bore adjacent to piers for parallel seismic test or magnetometer location of rebar; 3) Core through center of pier.
Drilled Piers – rebar length	Per 1966 drawing detail 3/S7, vertical rebar extends full depth of pier.	At 3 locations (one pier at each end and one at the midpoint of line E), verify pier vertical rebar extent by boring adjacent to the piers and locating the rebar with a magnetometer (method (2) noted above).
Drilled Piers – tie spacing	Per 1966 drawing detail 3/S7, ties are at a 12” vertical pitch	At 3 locations (one pier at each end and one at the midpoint of line E), verify pier tie spacing by excavating adjacent to the pier and removing concrete to expose and visually assess the ties to a depth of two feet below the top of the pier.

2.5 REPAIR OF SAMPLED EXISTING STRUCTURAL ELEMENTS

Repair all existing elements from which material samples have been extracted for testing to minimize any resulting loss of structural strength and stiffness of the existing element.

3.0 NON-STRUCTURAL ELEMENT TESTING AND ASSESSMENT

All existing partition walls, mechanical, electrical, and plumbing equipment and distribution systems will be removed and replaced, with anchorage and bracing to meet current code standards.

Nonstructural elements to be retained include:

- 1) Existing elevator – condition assessment and material testing as noted below;
- 2) Cladding system – combination of CMU walls and glazing
 - a. CMU walls – existing walls will be maintained; structural properties and out of plane wall anchorage to be observed and tested as noted in the previous section for structural elements;
 - b. Glazing –
 - i. approximately 90% of the existing windows will be removed and replaced with new windows that will have modern detailing to accommodate the building inter-story drifts;
 - ii. a limited number of existing windows (one type) will be retained as noted in the architectural drawings; these windows will be observed and assessed as noted below.

Direct visual inspection shall be performed on each type of nonstructural component in the building as follows:

1. For the windows: detailed drawings are not available, therefore, at least three occurrences of the window type to be retained shall be observed. If no deviations among the three occurrences are observed, the sample shall be considered representative of installed conditions. If deviations are observed, then at least 20% of all occurrences of the component shall be observed.

See the following table for the location and number of observations:

Component	Description of Existing Element	Observation Requirement
Elevator rails and anchorage; supports, connections, counterweight restraints		- Observe and document all rails, rail supports (if any), counterweight restraints, and connection and anchorage to structure - Examine all noted elements for degradation
Exterior Glazing System (Narrow Operable Windows only)		- Expose and document each type of glazing connection; 10% percent of each type of connection to be observed as noted above.
Exterior Stud Wall Spandrel with Portland Cement Plaster finish		- Expose and document each type of stud and each type of spandrel connection; 10% percent of each type of connection to be observed as noted above.

Interior Non-Bearing Walls Elevator Shaft Walls		- Expose and document each type of wall stud and connection; 10% percent of each type of connection to be observed as noted above.
Electrical panels and telecommunications data racks		- Expose and document each type of panel and rack bracing element and it's connection to the building structure; 10% percent of each type of connection to be observed as noted above.

4.0 Adjacent Buildings

Measure the clear distance to existing building to west of 2118 Milvia at each floor and roof level.