

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of April 8, 2014**

**ITEM TITLE:**

Consider *Ratification* to Approve a Contract that was entered into by the Administration for Laney College Tower Emergency Exterior Building Surface Repair with Rainbow Waterproofing & Restoration Corporation.

**SPECIFIC BOARD ACTION REQUESTED:**

*Ratification* is requested to approve the emergency contract that was approved by the Chancellor, in the amount not-to-exceed \$69,320.

**ITEM SUMMARY:**

Since this is an emergency project, approval was requested from the Chancellor so the vendor can start work immediately. On April 1, 2014, the Chancellor approved for the District to enter into an agreement with the vendor. In compliance with the Public Contract Code, Section 22050, under Emergency Contracting Procedures, the Chancellor may authorize the procurement of services for emergency projects without giving notice for bids, as long as this procurement is reported to the Governing Board of Trustees at the next board meeting. Under the above code, bidding was not required; however, informal competitive bidding was conducted to properly to procure this service. Now this agreement is brought before the Governing Board of Trustees for *ratification*.

The Laney College Tower structure is a class A (mixture of concrete and rebar) nine (9) story high rise building that is centrally located at the heart of the college campus. Since its original construction 43 years ago, the concrete has absorbed moisture and if some of the rebar are too close to the exterior surface, they will begin to rust and expand causing concrete to weaken and flake. As the concrete pieces flake off the building, they are falling onto pedestrian walkways, causing a safety hazard in walking areas around the building. Board approval to accept this proposal is required because we need to provide a safe environment for the general public, students, faculty and staff.

To correct this problem, Rainbow Waterproofing & Restoration Company will remove any loose pieces of concrete from the exterior surface of Laney Tower to prevent any injuries. The contractor will provide a scaffolding system to inspect and remove any loose pieces of concrete, patch spalls with Sika Top 123 plus polymer, prep and paint any exposed rebar, and then patch the building surface.

The administration is requesting this approval as an emergency project repairs in accordance with section 20654 of the California Public Contract Code. The Governing Board of Trustees by unanimous vote can approve a contract without advertising for or invitation to bid in an emergency to permit the continuance of college classes, avoid danger to life and property. The Chancellor recommends approval.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

Measure E Funds

**BACKGROUND/ANALYSIS:**

In compliance with the Public Contract Code, Section 20651, an informal competitive bidding was conducted for this service. Three (3) written quotes were received from the following contractors:

<b>CONSULTANTS</b>	<b>LOCATION</b>	<b>TOTAL BID</b>
<b>Rainbow Waterproofing &amp; Restoration Co.</b>	<b>San Francisco CA</b>	<b>\$69,320</b>
Rodan Builders, Inc.	Burlingame, CA	\$83,350
SV Builders	San Jose, CA	Non-responsive

The lowest responsive and responsible bidder was Rainbow Waterproofing & Restoration Co., in the amount not-to-exceed \$69,320. The corporation that is being managed by Chris Abell and Ralph Brown and the business is located at 600 Treat Avenue, San Francisco, CA 94110. The business is registered with the California Department of Consumer Affairs – Contractors State License Board with license #148753.

**DELIVERABLES AND SCOPE OF WORK:**

Rainbow Waterproofing & Restoration Co. will inspect, remove and repair any loose concrete.

**ANTICIPATED COMPLETION DATE:**

The anticipated project completion date is April 30, 2014.

**ALTERNATIVES/OPTIONS:**

Not Applicable

**EVALUATION AND RECOMMENDED ACTION:**

Approval is recommended to accept a proposal from Rodan Builders, Inc. to remove any unsafe condition, and patch the concrete where needed on the Laney College Tower.

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

YES \_\_\_\_\_ No   X  

**COMMENTS:**

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?** Vice Chancellor Ikharo

(\*\*\*\*\*Board contract approval is subject to negotiation and execution by the Chancellor.)

**DOCUMENT PREPARED BY:**

Prepared by: Dr. Sadiq B. Ikharo  
Vice Chancellor of General Services

Date: March 26, 2014

**DOCUMENT PRESENTED AND APPROVED BY:**

Presented and approved by: Dr. Sadiq B. Ikharo  
Vice Chancellor of General Services

Date: March 26, 2014

**FINANCE DEPARTMENT REVIEW**

Finance review required       Finance review *not* required

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

If not approved, please give reason: \_\_\_\_\_  
\_\_\_\_\_

Signature: Susan Rinne  
Susan Rinne, Interim Vice Chancellor for Finance and Administration

**GENERAL COUNSEL (Legality and Format/adherence to Education Codes):**

Legal review required       Legal review *not* required

If Legal review is required, determination is:       Approved       Not Approved

Signature: Thuy Thi Nguyen  
Thuy Thi Nguyen, General Counsel

**CHANCELLOR'S OFFICE APPROVAL**

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

Signature: José M. Ortiz  
Dr. José M. Ortiz, Chancellor



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# RAINBOW WATERPROOFING & RESTORATION CO

## Contract/Proposal

March 26, 2014

Mr. Brian Adair  
Peralta Community College District  
333 East Eighth Street  
Oakland, CA 94606

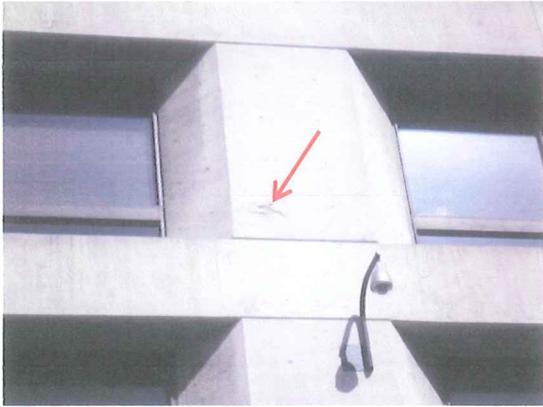
Project: Administration Building, Laney College  
Scope: Concrete Spall Repairs

Dear Mr. Adair,

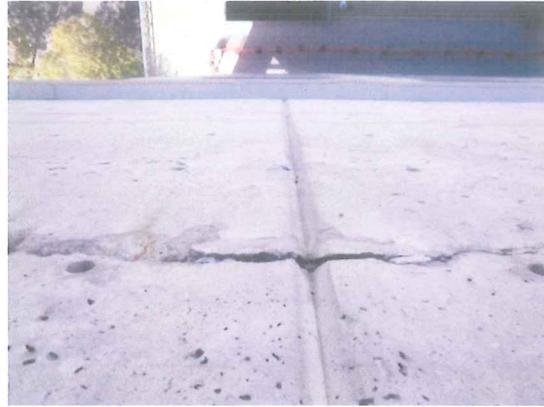
Rainbow Waterproofing & Restoration Co. is pleased to provide a proposal to the Peralta Community College District for performing concrete spall repairs on the Administration Building at Laney College in Oakland, California. Rainbow reviewed the Request for Quotation dated March 6, 2014 and visited the site on March 21, 2014.

The proposed scope of work and the associated costs are shown below. Photos of typical repair areas are shown on the following page.

	SCOPE	COST
1.	<b>General Conditions</b> <ul style="list-style-type: none"> <li>• Mobilization.</li> <li>• Supervision.</li> <li>• Rigging and de-rigging of up to three swing stages.</li> <li>• Swing stage moves.</li> <li>• Barricades at ground level to redirect pedestrian traffic away from work areas.</li> <li>• Overhead canopies over building entrances.</li> <li>• Demobilization.</li> </ul>	\$18,220
2.	<b>Concrete Repairs</b> <ul style="list-style-type: none"> <li>• Remove loose and spalled concrete to expose 3" of non-rusted reinforcing bar in each direction.</li> <li>• Clean rust to bright metal. Apply Sika Armatec 110 EpoCem anti-corrosion coating over exposed steel.</li> <li>• Patch spalls with SikaTop 123 PLUS polymer modified cementitious patching mortar. Use Armatec 110 EpoCem bonding as a bonding agent as necessary.</li> <li>• Allowance quantity as provided by Owner is 350 linear feet of spall repairs. Pricing is based on this total repair quantity. If the actual repair area is less than 350 linear feet, the unit price may increase.</li> <li>• Additional spall repair locations to be charged at \$146 per linear foot, with a minimum of 1 linear foot per location.</li> </ul>	\$51,100
	<b>TOTAL</b>	<b>\$69,320</b>



Typical spall location on face of concrete. Loose concrete will be removed to expose 3" of non-rusted reinforcing bar.



Typical spall location on outside of parapet, as seen from above. Loose concrete will be removed and repaired.

#### **Project Qualifications**

- Rainbow's warranty on this work will be 1 year.
- Sika's warranty on the repair materials will be 5 years.
- Deliveries are included in this bid.
- Sales tax is included in this bid.

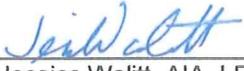
#### **General Qualifications**

- All work will be performed during regular business hours.
- The work will be performed as part of one continuous project. If the schedule is broken up and multiple mobilizations are necessary, additional costs may be incurred.
- Water and power to be provided by the Owner.
- A secure staging area near the site will be provided for the storage of Rainbow's materials and equipment.
- Rainbow will not be responsible for identifying, handling, or disposing of any hazardous materials.
- No temporary facilities will be provided.
- No special insurance will apply.
- Building Permits and Bonds are not included.

Thank you for considering Rainbow Waterproofing & Restoration for work on this Project. Please contact us if you have any questions.

**Terms:** Rainbow Waterproofing & Restoration Co. will furnish all labor, supervision, management; materials, equipment, taxes, insurance as required to perform the work described. Our performance under this contract is contingent upon the non-occurrence of strikes, fire, earthquake, or other natural or man-made events beyond our control. Contractors are required by law to be licensed and are regulated by the Contractors State License Board. Any questions concerning a contractor should be referred to the Registrar, Contractors State License Board, 9835 Goethe Road, Sacramento CA 95827. This contract is payable in monthly progress payments which are due thirty days after receipt of our invoice. If not timely paid, interest shall accrue on the unpaid balance at the rate of 1.5% per month. In the event legal action is required to collect this obligation, debtor shall repay all costs of collection, including reasonable attorney's fees. This proposal may be withdrawn by us if not accepted within sixty days. If alternates have been offered, please circle the price(s) and initial same to indicate your acceptance and approval. Change Orders become part of and in conformance with the existing contract.

Respectfully Submitted,

\*   
\_\_\_\_\_  
Jessica Walitt, AIA, LEED AP

Approved and Accepted

\* \_\_\_\_\_  
As Agent

\_\_\_\_\_  
Date

# Standard Terms and Conditions

**The Work:** CONTRACTOR will supply and perform only that work specifically described herein (the "Work"), notwithstanding anything to the contrary contained in any bid documents presented by the Customer (the "Bid Documents"). It is specifically understood that the scope of work described herein shall supersede anything to the contrary provided in the bid documents. Any work to be done beyond that described herein shall require that a change order be executed. Customer shall notify CONTRACTOR if CONTRACTOR's work is to be stopped upon reaching any aggregate contract sum.

**Schedule:** CONTRACTOR will supply and perform the Work in accordance with the schedule (the "Schedule") described herein or in the absence thereof, in accordance with the Bid Documents. CONTRACTOR's obligation hereunder is based upon the Schedule, both as to duration and sequence. In the event of any significant change in the Schedule, the contract price and the Schedule shall be equitably adjusted. In the event CONTRACTOR is delayed in its Work or is otherwise required to accelerate or re-sequence its work for reasons other than the fault of CONTRACTOR or others under CONTRACTOR's control, then CONTRACTOR shall be entitled to additional compensation.

**Work Week:** Customer will cooperate with CONTRACTOR in scheduling all Work, including disconnections, reconnections, interruption of services and utilities, and similar matters. In the event that Customer requires CONTRACTOR to work outside of normal daytime business hours, CONTRACTOR shall be entitled to additional compensation for such overtime.

**Guarantee:** CONTRACTOR warrants and guarantees that its Work will be performed in compliance with all Federal, State and/or Local regulations and, at the time of Customer's acceptance inspection, will meet the specifications in the Contract Documents specifically relating to CONTRACTOR's Work. CONTRACTOR's obligation to repair or replace defective Work will expire one year from the completion of CONTRACTOR's Work. THIS WARRANTY IS IN LIEU OF ANY WARRANTIES PROVIDED IN THE BID DOCUMENTS AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Insurance:** CONTRACTOR shall supply workers compensation insurance in the form and amount required by law. CONTRACTOR shall supply general liability insurance, evidenced by its standard certificate of insurance, the price of which shall be included in the bid price unless otherwise specified herein. In the event Customer requires Contractor to endorse primary wording and/or endorse a waiver of subrogation clause on any policy, Customer agrees to pay all additional premiums, fees, and taxes associated with these endorsements.

**Protection of Work:** CONTRACTOR shall be responsible for protecting the Work, or portions thereof, during the time the Work or portions of it are under its control; provided, however, that during such time, CONTRACTOR shall not be responsible for loss or damage caused by others, nor for any damages whatsoever while CONTRACTOR is not on site.

**Storage and Facilities:** Customer will provide at its expense sufficient storage space to CONTRACTOR, which is fully protective of materials and equipment furnished for the Work at the place of performance of the Work. Customer will provide at its expense all light, heat, power and water which is required by CONTRACTOR for performance of the Work in the custom and practice of CONTRACTOR's trade.

**Taxes:** Customer will pay for any and all taxes which are now or may be imposed on the Work by any Federal, State or Local taxing authority, law, ordinance, rule or regulation, unless otherwise specified herein.

**Bonds:** Upon the request and at the expense of Customer, CONTRACTOR will furnish performance and payment bonds written by a corporate surety. The cost of any such bonds are not included in the bid price and shall be paid for by Customer.

**Indemnity:** CONTRACTOR will indemnify and hold harmless Customer from all or such portion of such loss or damage to persons or property to the extent arising directly from CONTRACTOR's performance of the Work and which is caused solely by the willful misconduct or negligent acts of CONTRACTOR, its employees, or anyone under its control. Customer will indemnify and hold harmless CONTRACTOR from all or such portion of such loss or damage to persons or property to the extent arising directly from the willful misconduct or negligent acts of Customer, its employees or anyone under its control, including other contractors.

**Payments:** For Work commenced and completed in anyone calendar month, Customer will pay the full contract price in full upon the completion and acceptance of the Work. Otherwise, all progress payments for the value of the Work completed plus the amount of materials and equipment suitably stored on or off site, and final payment, shall be paid by the Customer to CONTRACTOR within thirty (30) days after the Customer's receipt of Contractor's payment application form.

**Inspection and Acceptance:** Contractor's Work shall be considered complete when CONTRACTOR notifies Customer that the Work has been completed in accordance with the specifications. The Customer's inspection of the Work shall take place within twenty-four (24) hours from receipt of notice from CONTRACTOR. Customer's acknowledgement on the Acceptance Form shall constitute acceptance of the Work.

**Retention:** For Work completed, ninety-five percent (95%) of the contract value of Work performed during each payment period will be payable as provided above up to a maximum retention of \$50,000.00. In any event, the full balance of the contract price shall be payable in full upon completion and acceptance of the Work.

**Late Payments:** All sums not paid to CONTRACTOR when due, whether progress payment, final payment or retention, shall bear an interest rate of one and one-half percent (1 1/2%) per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer.

**Changes:** CONTRACTOR may only be ordered in writing by the Customer to make changes in the Work within the general scope of the Work consisting of additions, deletions, changes to the Schedule in duration or sequence, or other revisions, and the contract price and the Schedule shall be adjusted accordingly. Before starting the changed Work, CONTRACTOR will submit to the Customer a request for adjustment to the contract price and/or the schedule. CONTRACTOR will not commence any such changed or revised work until receipt of a written change order from the Customer incorporating an adjustment to the contract price and/or schedule in accordance with the above.

**Force of Nature:** CONTRACTOR shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited

to delays caused by the Owner, Customer, other subcontractors, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, acts of the government, either in its sovereign or contractual capacity, labor difficulties or shortages, vendor allocations, freight embargoes, fires, floods, epidemics, quarantine restrictions, accidents, un-usually severe weather, and acts of God. CONTRACTOR shall be entitled to an equitable adjustment in the Schedule and Contract Sum for such delays as described above.

**Customer Supplied Property:** If the Work described herein requires Customer to supply materials, equipment or other property, then Customer warrants that such items shall be fit for the use for which they were intended. If such items do not conform, CONTRACTOR shall notify Customer within a reasonable time after CONTRACTOR's notice of the nonconformance and CONTRACTOR may request additional compensation by change order.

**CONTRACTOR Supplied Property:** Whenever the Customer, its employees, contractors and subcontractors (other than CONTRACTOR) use ladders, scaffolding, tools, vehicles, equipment or property of any kind, either owned or rented by CONTRACTOR, Customer shall indemnify and hold CONTRACTOR harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such, except when caused by the sole active negligence of CONTRACTOR.

**Differing Site Conditions:** If CONTRACTOR encounters conditions at the site differing materially from those indicated in the Bid Documents, or unknown physical conditions at the site of unusual nature differing materially from those ordinarily encountered by CONTRACTOR's trade, then CONTRACTOR shall promptly notify the Customer, stop its Work and await instructions from Customer. If such conditions cause a change in the cost of, or the time required for, performance of any portion of the Work, an equitable price adjustment shall be made and the Schedule modified accordingly.

**Notices:** Any notice or written claim required to be submitted to the Customer on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a reasonable time period, and in a manner to permit the Customer to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided therein.

**Liens:** Nothing shall serve to void CONTRACTOR's right to file a lien or claim on its behalf in the event that any payment to CONTRACTOR is not timely made.

**Damages:** Notwithstanding anything to the contrary in the Bid or Contract Documents, CONTRACTOR will in no event be liable for consequential, incidental or special damages of any kind for any reason whatsoever, whether arising in contract, tort or equity. This release includes but is not limited to claims of negligence.

**Preparation of Work Areas:** The Customer shall prepare all Work areas so as to be acceptable for mobilization by CONTRACTOR. CONTRACTOR will not be called upon to start Work until sufficient areas are ready to ensure continued Work until job completion. CONTRACTOR shall not be responsible for damage to any property (a) which is to be replaced by Customer, or (b) which is damaged as a result of removal by CONTRACTOR prior to performance of the Work in order to perform Work despite CONTRACTOR exercising reasonable care to prevent damage.

**Termination and Suspension:** If the Customer does not pay CONTRACTOR in a timely manner within seven (7) days from the time payment should be made as provided herein (except where such nonpayment is due to defective Work by CONTRACTOR or other material breach by CONTRACTOR), then CONTRACTOR may, without prejudice to any other remedy it may have, upon two (2) additional days' written notice to the Customer, stop its Work until payment of the amount owing has been received. In the event CONTRACTOR resumes its Work, the Schedule shall be equitably adjusted, and CONTRACTOR shall incur no liability for such termination. Further, the contract price shall, by appropriate adjustment, be increased by the amount of Contractor's reasonable costs of shutdown, delay and startup. Further, if Contractor's Work is terminated or suspended for the convenience of the Customer or any other party, then CONTRACTOR shall be paid for all Work performed to-date, for equipment and materials already ordered, and for Contractor's costs of early termination, or in the case of suspension, Contractor's costs of shutdown, delay and startup. Notwithstanding anything herein to the contrary, CONTRACTOR shall not be liable for any damage while CONTRACTOR is not on site.

**Waiver:** CONTRACTOR's waiver of any term herein shall not be construed as a waiver of such terms at any subsequent time.

**Cooperation and Safety:** CONTRACTOR's Work shall be performed in accordance with all applicable requirements of the Environmental Protection Agency, OSHA and other Federal, State and Local regulations. Customer will cooperate with CONTRACTOR in all respects and take all necessary actions to enable CONTRACTOR to meet all such requirements with respect to the Work and the Project. Customer will cooperate with CONTRACTOR to assure that all areas where the Work is being performed are closed to access by unauthorized persons. Customer shall provide adequate security, including security personnel, to prevent unauthorized entry into CONTRACTOR's Work areas. The Customer will ensure that its employees, representatives, agents and tenants will abide by all safety procedures applied by CONTRACTOR on the Project. CONTRACTOR shall provide for its Work all safety signs, direction signs and warning signs for the Project in accordance with statutory requirements. All visitors to the Work areas shall be required to comply with CONTRACTOR's safety requirements. Customer agrees that CONTRACTOR's insurers' representatives shall have the right to inspect CONTRACTOR's Work and Project without hindrance.

**Legal Effect:** This proposal offers to the Customer the terms and conditions upon which CONTRACTOR will perform the Work described herein and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference or otherwise agreed to in writing signed by CONTRACTOR. Acceptance of the proposal is expressly limited to the terms stated herein. Additional or inconsistent terms of Customer's form or other documents are objected to and rejected and shall be deemed a material alteration thereof. Upon acceptance, this proposal will represent the entire agreement of the parties with regard to performance and payment for the Work. The proposal may be changed or withdrawn at any time prior to acceptance by notice to the Customer and will be deemed withdrawn if not accepted by the Customer within thirty (30) days from the date hereof.