

BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

**C-1143 GYM ANNEX BOILER REPLACEMENT**

AT

**CONTRA COSTA COLLEGE**

2600 Mission Bell Drive, San Pablo, California 94806

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

**ARCHITECT/ENGINEER:**

Interface Engineering  
135 Main St, Suite 400  
San Francisco, CA 94105

**September 13, 2017**

**SECTION 00010**  
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**SPECIFICATIONS**

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

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**DIVISION 01 – GENERAL REQUIREMENTS**

SECTION 01010 Not Used - See Section 00800 Supplementary General Conditions

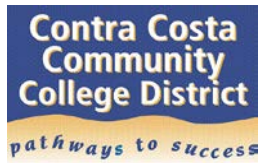
**TECHNICAL SPECIFICATIONS**

See DRAWING M2.1 below.

**DRAWINGS:** dated August 11, 2017, prepared by Interface Engineering

DRAWING M2.0 PARTIAL FLOOR PLAN AND SCHEDULE  
DRAWING M2.1 SPECIFICATIONS

**END OF SECTION**



**SECTION 00100  
NOTICE INVITING BIDS  
(INFORMAL BIDS)**

**C-1143 GYM ANNEX BOILER REPLACEMENT**

**CONTRA COSTA COLLEGE**

2600 Mission Bell Drive, San Pablo, CA 94806

**SCOPE OF WORK:** Work includes, but is not limited to: the replacement of an existing Aerco Benchmark 2.0 Boiler. The boiler is one in a set of three Benchmark 2.0 boilers working together, and is the Basis of Design.

- Remove and dispose of the existing boiler, and associated piping, as necessary to install the new replacement boiler. Disassemble and replace any existing piping or electrical wiring and conduit to allow removal of the old boiler from the building.
- Provide new boiler accessory equipment described on the drawings.
- Replace all structural and seismic attachments in kind. Worn or rusted anchors shall be replaced. Provide calculations by a California-licensed Structural Engineer, if additional or revised attachments are necessary.
- Provide new replacement boiler, piping, electrical and control connections for a fully functional boiler system. Coordinate new boiler control points with existing boilers controls and Andover BMS system.

**Important Information:**

<b>Non-Mandatory Job Walk:</b>	<b>Tuesday, September 19, 2017 @ 10:00 AM</b> Conducted by: Jean-Luc Keita – 510-560-3975
<b>Location:</b>	Gym Annex, Contra Costa College 2600 Mission Bell Drive, San Pablo, CA. 94806
<b>Cost Estimate (Range):</b>	<b>\$55,000 to \$80,000</b>
<b>CA License Required:</b>	<b>B – General Contractor or C4 – Boiler, Hot Water Heating and Steam Fitting Contractor or C20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor</b>
<b>BID OPENING: LOCATION:</b>	<b>October 3, 2017 @ 2:00 PM</b> Lobby, CCCC District Office 500 Court St, Martinez, CA 94553

This project is a public works project and is subject to prevailing wage rate laws. A copy of the prevailing rates of wages is on file with the Contracts & Purchasing Office of the Contra Costa Community College District. Said rates of wages will be included in the contract for the work.

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the “Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor’s obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.

All questions related to this project are to be directed *in writing, no later than September 22, 2017*, for any addenda to be issued by **Jovan Esprit, Contracts Manager**, Contra Costa Community College District, **Email: [jesprit@4cd.edu](mailto:jesprit@4cd.edu)**.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Contra Costa Community College District and authorized to execute such surety in the State of California.

Certificates of Liability Insurance with proper endorsements shall be required for the successful bidder.

The contract time is **45 Calendar Days** between the Notice to Proceed date and the contract Substantial Completion date; and **20 Calendar Days** between the contract Substantial Completion date and the contract Final Completion date. Liquidated Damages shall be set for **Three Hundred Dollars (\$300.00)** for each calendar day the Work is delayed beyond the contract Substantial Completion date and **One Hundred Dollars (\$100.00)** for each Calendar Day Remaining Work is delayed beyond the contract Final Completion Date. The Contra Costa Community College District reserves the right to reject any and all bids and/or waive any informality or irregularity in any bid received. No bidder may withdraw their Bid for a period of fifteen (15) Calendar Days after the date set for opening thereof.

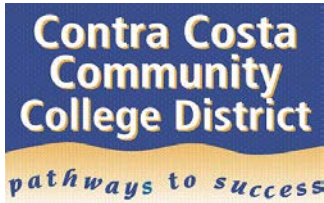
**END OF SECTION**

**SECTION 00210**  
**INFORMATION AVAILABLE TO BIDDERS**

**PART 1 - REPORT AND INFORMATION**

- 1.1** Existence of reports, record drawings, and utility surveys: Contra Costa Community College District, its consultants, and prior contractors may have collected documents providing a general description of the site and conditions of the work. These documents may consist of geotechnical reports for and around the site, record drawings, utility drawings, and information regarding underground utilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, they show existing conditions that Contractor may have to address as part of its construction planning.
- 1.2** Available Documentation: The following existing documentation has been made available for downloading via the District's web site:
- Gym Annex Building Record Drawings
- 1.3** Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.
- 1.4** The District and Design Consultants assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

**END OF SECTION 00210**



SECTION 00300  
BID PROPOSAL FORM  
(INFORMAL BIDS)

Bidder's Name \_\_\_\_\_

**C-1143 GYM ANNEX BOILER REPLACEMENT**

CONTRA COSTA COLLEGE  
2600 Mission Bell Drive, San Pablo, California 94806

**BID DATE: TUESDAY, OCTOBER 3, 2017, prior to 2:00 PM**

=====

**INSTRUCTIONS TO BIDDERS:**

- Please send your BID Proposal in one of these methods:  
a) Email: [jesprit@4cd.edu](mailto:jesprit@4cd.edu); b) Fax: 925-370-7512; c) Drop off at District Office
  - Don't forget to include a Bid Bond for 10% of the Bid amount; (copy attached to Bid Proposal is accepted, original by mail to follow); and signed Certification of Site Visit;
  - Bid results shall be sent to you via email message and posted at the District Website;
  - For clarification, please call: Jovan Esprit, 925-229-6959 or [jesprit@4cd.edu](mailto:jesprit@4cd.edu)
- =====

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process; registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor's obligation to submit Certified Payroll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.

1. INTRODUCTION

- A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed time, based upon an examination of the Job Site and Specifications.
- B. The Bidder certifies this proposal is submitted in good faith.
- C. The signed copy of the Certification of Visit to the Site shall be attached to the Proposal Form.
- D. The Bidder shall attach a Bid Security for ten percent (10%) of the Bid Amount in the form of Bid Bond, or Certified Check payable to the District.

Please Note: PCC 20651 (b); In the event, the successful bidder fails to provide the required Payment and Performance bonds, the Bid Security shall be forfeited in favor of the District and Contractor shall not be entitled for contract award.

2. BID AMOUNT

For labor, materials, insurances, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to complete the public project in accordance with Specifications and Drawings, for a stipulated Contract Sum in the amount of:

**Quote for the BASE BID Scope of Work:**

\_\_\_\_\_ \$ \_\_\_\_\_  
(Write amount of Base Bid)

3. ADDENDUM (if applicable): \_\_\_\_ Received Date \_\_\_\_\_

4. SUBCONTRACTORS LIST (If Any)

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the "Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.

	Type of Work	Subcontractor's Name	Address/Phone	Business License # & DIR Registration #
(1)				
(2)				
(3)				

4. COMPLETION TIME

- A. For establishing the Date of Substantial Completion, the contract time shall be **45 calendar days** after date of Notice to Proceed.
- B. Final Completion shall be **20 calendar days** after the date of Substantial Completion.

5. ACCEPTANCE AND AWARD

- A- The District reserves the right to waive minor irregularities or reject all bids; or negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 10 days after Bid Opening date.
- B- If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 10 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder shall execute and deliver to the District a Contract prepared by District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the notification of acceptance
- C- Notice of acceptance or request for additional information may be addressed to the Bidder at the address provided

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the bidder in connection with this proposal and all the representations herein made are true and correct.

\_\_\_\_\_  
 Firm Name:

\_\_\_\_\_  
 Address:

\_\_\_\_\_  
 \_\_\_\_\_

CSLB License No.: \_\_\_\_\_ Exp: \_\_\_\_\_  
 DIR Registration No.: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Authorized Signature

Print Name

Date

**SECTION 00500**

**PAYMENT BOND  
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or



pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF                            )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**CONTRACT PERFORMANCE BOND  
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned

changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT:      THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_



SECTION 00510

**NOTICE OF AWARD**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

The Contract Sum of your contract is \_\_\_\_\_ Dollars,  
(\$\_\_\_\_\_).

You must comply with the following conditions within **ten (10)** calendar days of the date of this Notice of Award, that is, by \_\_\_\_\_.

1. You must deliver to the District two fully executed counterparts of Section 00600, "Construction Agreement."
2. You must deliver to the District the "Contract Performance Bond," and "Payment Bond," executed by you and your surety, which are included in Section 00500.
3. You must deliver to District the insurance certificates required in Section 00600, Construction Agreement.
4. You must deliver to District a CPM Schedule, prepared utilizing Microsoft Project: one hard copy and one copy in Microsoft Project format.

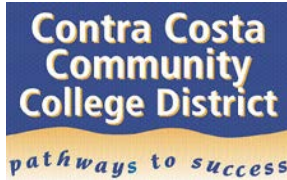
Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within **ten (10)** calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Construction Agreement.

Contra Costa Community College District

By: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**



CONTRACT NO. \_\_\_\_\_  
(Construction Agreement)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference.

(§1.1) Parties: (Public Agency) CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
500 Court St, Martinez, CA 94553

(Contractor) \_\_\_\_\_  
Address: \_\_\_\_\_

(§1.2) Effective Date: See Article 4 below.

(§1.3) The Work: C-1143 Gym Annex Boiler Replacement

(§1.4) Completion Time: **45 Calendar Days** from the Notice to Proceed to Substantial Completion, and **20 Calendar Days** from Substantial Completion to Final Completion (Remaining Work).

(§1.5.1) Liquidated Damages, Substantial Completion: **\$300** per Calendar Day beyond the Contract Substantial Completion Date.

(§1.5.2) Liquidated Damages, Remaining Work/Final Completion: **\$100/** per Calendar Day Remaining Work is delayed beyond the Contract Final Completion Date.

(§1.6) Public Agency's Agent: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (The District)

(§1.7) Contract Price: \_\_\_\_\_

2. **SCOPE OF WORK**

Work includes, but is not limited to: the replacement of an existing Aercos Benchmark 2.0 Boiler. The boiler is one in a set of three Benchmark 2.0 boilers working together, and is the Basis of Design.

- Remove and dispose of the existing boiler, and associated piping, as necessary to install the new replacement boiler. Disassemble and replace any existing piping or electrical wiring and conduit to allow removal of the old boiler from the building.
- Provide new boiler accessory equipment described on the drawings.
- Replace all structural and seismic attachments in kind. Worn or rusted anchors shall be replaced. Provide calculations by a California-licensed Structural Engineer, if additional or revised attachments are necessary.
- Provide new replacement boiler, piping, electrical and control connections for a fully functional boiler system. Coordinate new boiler control points with existing boilers controls and Andover BMS system.
- See Drawings M2.0 Partial Floor Plan dated August 11, 2017, and Drawing M2.1 Specifications dated August 11, 2017 prepared by Interface Engineers.



**3. WORK CONTRACT, CHANGES**

- (a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.
- (b) Contractor shall, at Contractor's own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Scope of Work in Section 2 above, and the Public Agency's plans, drawings and specifications, and with Supplementary General Conditions, if any.
- (c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

**4. TIME: NOTICE TO PROCEED**

Contractor shall start this work as directed in Section 1.4 Completion Time above or as directed by the Notice to Proceed, if any, and shall complete it as specified in Section 1.4, Completion Time.

**5. LIQUIDATED DAMAGES**

If the Contractor fails to complete this contract and this work within the time fixed therefore, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

**6. INTEGRATED DOCUMENTS**

The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

**7. PAYMENT**

- (a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

- (b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus five (5%) percent thereof, but not until defective work and materials have been removed, replaced and made good. Payment of the approved amount will be made to the Contractor within 30 calendar days from the date the Public Agency approves in writing the Contractor's application for payment.

## **8. PAYMENTS WITHHELD**

- (a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:
  - (1) Defective work not remedied, or work not completed, or
  - (2) Claims filed or reasonable evidence indicating probable filing, or
  - (3) Failure to properly pay subcontractors or for material or labor, or
  - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
  - (5) Damage to another contractor, or
  - (6) Damage to the Public Agency, other than damage due to delays.
- (b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.
- (c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

## **9. INSURANCE**

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers, or a District approved equal, with a financial rating of at least A status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Public Agency from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

**Additional Insured Endorsement Requirement:** The Contractor shall name, on any policy of insurance, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the Additional Insured, have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Public Agency. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

**Specific Insurance Requirement:** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- (a) Comprehensive General Liability Insurance with an aggregate of not less than \$2,000,000.00; Per occurrence, \$1,000,000.00
- (b) Automotive (any auto) where operated in amounts \$1,000,000.00
- (c) Workers' Compensation Insurance: \$1,000,000.00; Contractor is aware of and complies with Labor Code Section 3700 and the Worker's Compensation Law.

## 10. **BONDS**

**(Not Required for Public Projects below \$25,000; Civil Code 9550; Public Contract Code 7103.)**

**Bond Requirements:** Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

## 11. **FAILURE TO PERFORM**

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

**12. LAWS APPLY: General**

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 17776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

**13. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS**

Contractor shall be registered pursuant to Section 1725.5 of the California Labor Code to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of Section 1725.5. For the purposes of this requirement, "contractor" includes a subcontractor as defined by Labor Code Section 1722.1.

The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

**14. SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

**15. WAGE RATES**

- (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.
- (b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.
- (c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

**16. HOURS OF LABOR**

Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

**17. APPRENTICES**

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

**18. SUBMISSION OF CERTIFIED PAYROLL RECORDS**

Contractors and subcontractors on all public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement. This requirement will be phased in as follows:

- (a) Applies immediately to public works projects that have already been under CMU monitoring, i.e. contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so.
- (b) Will apply to any new projects awarded on or after April 1, 2015.
- (c) May apply to other projects as determined by Labor Commissioner.
- (d) Will apply to all public works projects, new or ongoing, on and after January 1, 2016.

**19. PREFERENCE FOR MATERIALS**

The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

**20. ASSIGNMENT**

This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

**21. NO WAIVER BY PUBLIC AGENCY**

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor's obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

**22. HOLD HARMLESS AND INDEMNITY**

- (a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.
- (b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.
- (c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

- (d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.
- (e) Non-conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.

### **23. EXCAVATION**

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

### **24. GOVERNMENT CODE SECTION 10532**

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.

### **25. WARRANTY**

The Contractor warrants to the Public Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contractor Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

### **26. CONSEQUENTIAL DAMAGES**

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- (c) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

### **27. HAZARDOUS MATERIALS**

- (a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.

- (b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

**28. SAFETY:**

- (a) **Safety Programs.** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work, the Contractor shall meet with the campus Buildings and Grounds Manager, Project Manager, and Construction Manager to review Contractor's safety precautions and implementation of safety programs during the Work.
- (b) **Safety Precautions.** The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.
- (c) **Safety Signs, Barricades.** The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.
- (d) **Safety Notices.** The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- (e) **Safety Coordinator.** The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Inspector and the Architect.

**29. SIGNATURES AND ACKNOWLEDGEMENT**

**Public Agency:**

By: \_\_\_\_\_  
Assistant Secretary, Governing Board  
**DAVID S. WETMORE, Director of Purchasing & Contracts**

**Note to Contractor:** (1) Execute acknowledgement form below, and (2) if a corporation, affix Corporate Seal.

**Contractor** hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker's Compensation Law.

**Contractor:**

By: \_\_\_\_\_ (CORPORATE SEAL)  
(Designate Official Capacity – **NAME**)

\_\_\_\_\_  
Print NAME and TITLE

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Federal ID Number

**NOTARY PUBLIC**

=====

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]



**SECTION 00650**

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00600, Construction Agreement, the date of Substantial Completion is \_\_\_\_\_ , and the date for Final Completion is \_\_\_\_\_ .

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

By : \_\_\_\_\_  
Ray Pyle

Title: Chief Facilities Planner

**END OF SECTION 00650**

**SECTION 00800**  
**SUPPLEMENTARY GENERAL CONDITIONS**

**PART 1 - GENERAL**

**1.1 SCOPE OF WORK**

- A. See Section 00600 Construction Agreement, Article 2 for the detailed scope of work.**

**1.2 REFERENCES**

- A.** The publications listed below form a part of this specification by reference.
1. Current California Occupational Safety and Health Act Regulations
  2. Current California Occupational Safety and Health Construction Safety Orders

**1.3 SUBMITTALS**

- A.** Provide submittals in the format, and as described below:
1. **Submittals shall be submitted to the District, electronically in PDF format, within seven (7) Calendar Days from the Notice to Proceed, except as otherwise noted.**
  2. Submit three (3) original (not less than 8-1/2" x 11", nor more than 30" x 42") wet-signed, and one (1) color PDF file for submittals that require shop drawings, unless otherwise directed by District and accepted by the Electrical Engineer.
  3. Submittals that require local and State agency approval, shall conform to this Specification and the requirements of the local or State agency.
  4. District will review and provide a response to submittals within seven (7) calendar days (excluding holidays). Submittals that include design documents prepared by a licensed California Engineer will be submitted for the District's records. Any District review and response to the Contractor's design documents by a licensed California Engineer will be for format and general compliance only. Contractor and Contractor's licensed California Engineer are responsible for compliance with all applicable State of California codes, laws and regulations applicable to this project.
- B.** Provide submittals for all equipment listed on the drawings.
- C.** The Schedule of Values shall be submitted to the District within seven (7) calendar days after the Notice of Award. The Schedule of Values shall be broken down by the following minimum categories:
1. Demolition and removal of old boiler
  2. Delivery and Installation of New Boiler
  3. Electrical Conduit and Wire
  4. Controls Wiring and Programming
  5. Testing and Commissioning
  6. Final Cleaning
  7. O&Ms and Warranties

8. As-Built Drawings

**The District will only pay for Work installed at the Site.**

- D.** CPM construction schedule shall be submitted within three (3) work days from the Contract Award date. District and Contractor shall meet and review the schedule. The Notice to Proceed will not be issued until the District accepts the schedule, or accepts it with conditional changes. Below are the minimum activity types that shall be included in the schedule:
1. Contractor Submittals
  2. Submittal Review by District
  3. Procurement and Fabrication
  4. Construction activities corresponding to the Schedule of Values
  5. Substantial Completion Milestone
  6. Project Closeout activities.
  7. Final Completion Milestone
- E.** Submittals are for review of conformance with the requirements of the Contract.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A.** Contractor Provided Materials: The Contractor provided materials shall include any associated equipment and appurtenances required for performing the contract properly and in accordance with the equipment manufacturer's literature.
- B.** All materials shall be new, unless otherwise authorized or specified in the scope of work of this specification.
- C.** The existing Aerco Benchmark 2.0 boiler is one unit in a working set of three Aerco Benchmark 2.0 boilers working together to heat the swimming pool. The Aerco Benchmark replacement boiler is the Basis of Design. The replacement boiler shall be the current version of the Aerco Benchmark 2.0 boiler, unless Contractor can demonstrate through the District's substitution process that another boiler manufacturer can provide the same performance, and its controls are compatible with the District's existing control system for the Aerco Benchmark boilers.

**2.2 SUBSTITUTIONS:**

- A.** *One Product Specified.* Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific material, product, thing or service, or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, product, thing or service desired and shall be deemed to be followed by the words "or equal" unless the Contract Documents specify "no substitution allowed", "no equal", "no equivalent", or other language with similar meaning, in which case no substitutions will be allowed. The Contractor may, unless otherwise stated, within three (3) work days after the bid opening, submit a substitution request for any material, product, thing

or service, which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

1. *Products Specified Which Are Commercially Unavailable.* If the Contractor fails to make a request for substitutions for products, within three (3) work days after bid opening, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or guaranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the District, DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.
2. *Substitution Request Form.* Requests for substitutions of materials, products, things or services in place of a Specified Item must be submitted to the District in writing on the District's Substitution Request Form ("Request Form") within three (3) work days after bid opening, except as provided for above.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
  2. Will entail no changes in detail, construction, and scheduling of related work;
  3. Will be acceptable in consideration of the required design and artistic effect;
  4. Will provide no cost disadvantage to the District;
  5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
  6. Will required no change of the construction schedule.
7. In completing the Request Form, the bidder shall state, with respect to each requested substitution, that the bidder will agree to provide the Specified Item in the event that the District denies the bidder's request for such requested substitution. In the event the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District, and waives all rights to submit a claim.
  8. After bids are opened, the apparent lowest bidder shall provide, within three (3) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.
  9. After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be

granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or guaranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the District, DSA or any other governmental agency having jurisdiction shall be on the bidder.

10. If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all District expenses, including but not limited to Division of the State Architect fees, engineering and design services, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

### **PART 3 - EXECUTION AND RELATED REQUIREMENTS**

#### **3.1 GENERAL**

- A. Work Restrictions: Contractor shall provide temporary warning/safety and wayfinding signage to the satisfaction of the District and in compliance with local and state requirements as applicable. Contractor shall provide a drawing showing the proposed location of the signage for review and approval prior to the start of work at the site. District shall have seven calendar days to review the drawing and provide comments, if any. Contractor shall maintain a safe path of travel for all pedestrians and vehicles during construction. Contractor is required to provide safety barricades and alternative routes of travel for pedestrians and vehicles at all times, unless otherwise approved by the District.
  1. The three boilers heat the swimming pools. The boiler being replaced is currently isolated from the other two boilers in the set of three. Shutdowns of the entire system are not permitted unless approved by the District for periods when the pool is not in use. Any shutdown of the system must be scheduled two weeks in advance with the District.
  2. Access to the boiler room across the pool deck is limited when pool is in use, and not available during special aquatic events (water polo tournaments, swim competitions, etc.), When the pool is in use, access is from the Gym Annex hallway. Coordinate with District, but be advised that the Contractor shall maintain access for faculty and students within the building.
  3. Parking adjacent to the work area is limited to one work truck at a location, agreed to with the District. All other vehicles shall park in the public lots and pay the daily parking fee.
  4. Contractor shall only work during normal business hours during the week (7:00 am to 7:00 pm), unless written approval is received by the District. Work on Federal holidays is not allowed.
  5. Contractor will be allowed to have access and use Campus utilities for temporary water and electricity, but Contractor shall be responsible to investigate prior to bid, and for all work necessary to connect to existing utilities for temporary use.

6. Contractor shall provide temporary sanitary facilities for use of all workers throughout the course of the contract duration at the site. Contractor shall comply with the minimum requirements of the Contra Costa Health Department. Contractor is not allowed to use any Campus toilet facilities.
- B.** Scheduling, Coordination and Sequence of Work: Before commencing work at the site, the Contractor shall confirm that all requirements have been met pertaining to scheduling of the work. The Contractor shall further determine that all required notices have been given. See Article 1.3, Submittals above for CPM scheduling requirements. The Work shall be prosecuted in such a manner as to cause the least interference with the normal functions of the Campus activities.
- C.** Interruption of Utilities Services: Interruptions shall be kept to a minimum, and shall be at such times and duration as approved ahead of time by the District. No interruption shall occur unless scheduled with the District, and approved in advance as to time and duration of such interruption. No utility interruptions that impact building operation during classes will be allowed, and these types of interruptions, if any, shall be scheduled for after normal hours when classes are not in session.
- D.** Material, equipment, tools and workmen shall be scheduled and delivered to the Site in a timely manner to avoid delay in the work. Materials provided shall be inspected by the Contractor to make certain they are in compliance with the specifications and are free from defects and damage.
- E.** Contractor shall provide protection to existing facilities (e.g., furniture, fixtures, equipment, furnishings, interior finishes, exterior finishes, hardscape and landscape, etc.) that may be damaged by the work of the Contractor. Damage to items while accomplishing the work shall be repaired to their original condition, or replaced with new items at no additional cost to the District.
- F.** Facilities: Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.
- G.** Dust, Debris Control and Removal of Equipment and Materials: Prevent the spread of dust and debris to surrounding areas and occupied portions of the buildings to avoid the creation of a nuisance or hazard in the surrounding area. Demolition waste and debris generated from the work being performed shall be cleaned up daily and promptly removed from the site.
- H.** Workmanship: Skilled personnel shall execute in a careful, neat, and proficient manner and in compliance with accepted trade practices for all work. All work shall be executed in accordance with Cal/OSHA standards and safety orders. And all work on this contract shall comply with all Local, State, and Federal Environmental Laws.
- I.** Incidental Work: Minor incidental materials and work not specifically mentioned herein, but necessary for the proper completion of the specified work, shall be provided without additional cost to the District.
- J.** Administrative Forms: District shall provide its standard forms for use by Contractor.

- K. Hazmat Work: The Contractor shall notify the District immediately if unforeseen hazardous materials are discovered during the course of construction. Contractor shall remove said hazardous materials as required by law, and a change order will be issued for the cost to remove and legally dispose of said materials.

### **3.2 EXISTING CONDITIONS & DRAWINGS**

- A. See Section 00210, Information Available to Bidders, for documents available for review by the Contractor and its subcontractors prior to and after bid.

### **3.3 FIELD VERIFICATION AND MEASUREMENTS**

- A. Contractor shall field verify existing conditions above ground, and also below ground prior to demolition. Contractor to review its plan of work with the District prior to commencing demolition.

### **3.4 WORK BY CALIFORNIA LICENSED ENGINEER**

- A. No work by a California licensed Engineer employed by the Contractor is anticipated for this project.
- B. **Note that modifications to existing building structures, fire systems, or ADA changes, if any are discovered during the course of construction, will require DSA approval. Contractor will be granted a non-compensable time extension for the duration it takes to obtain DSA approval. A change order will be negotiated for added direct labor field construction costs, if any.**

### **3.5 PROJECT CLOSEOUT REQUIREMENTS** (After Substantial Completion & Before Final Completion)

- A. Refer to the Drawings listed in Section 00010, Table of Contents for requirements, and these Supplementary General Conditions.
- B. Provide final clean-up of Site prior to Final Completion.
- C. Warranty
  - 1. The Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty and guaranty to District includes, but is not limited to the following representations:
    - a. In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the Certificate of Substantial Completion date issued by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted.

District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

- b. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
  - c. If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.
  - d. This Article does not in any way limit the guarantee on any items for which a longer warranty or guaranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guaranty or warranty certificates upon completion of the project.
2. Format - All Warranties/Guaranties and shall include:
    - a. Contractor, subcontractor, and equipment supplier shall provide Warranties and Guaranties on their original company letterhead with original signature.
    - b. Contractor shall provide original Warranties and Guaranties. Photo copies, fax and e-mail copies are not acceptable.
  3. Preparation
    - a. Contractor shall obtain warranties and guaranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within fifteen (15) days after Certificate of Substantial Completion date of the applicable Work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of completion is determined by District.
    - b. Contractor's Response to Construction Warranty and Guaranty Service Requirements: Following oral or written notification by the District, respond to construction warranty and guaranty service requirements within 24 hours, or earlier in case of emergency.
  4. Warranty and/or Guaranty Tags: At the time of installation of mechanical equipment or other major system elements, tag each warranted or guaranteed item with a durable, oil and water resistant tag approved by the District. Attached each tag with a copper wire and spray with a silicone waterproof coating. The date of Substantial Completion and the Contractor Authorized signature must remain blank until the date the District makes a determination of Substantial Completion. Show the following information on the tag.



**5. Warranty / Guaranty Information**

Type of product/material \_\_\_\_\_

Model number \_\_\_\_\_

Serial number \_\_\_\_\_

Contract number \_\_\_\_\_

Warranty/Guaranty period \_\_\_\_\_ (months) from \_\_\_\_\_ to \_\_\_\_\_

Inspector's signature \_\_\_\_\_

Construction Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

Warranty or Guaranty contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

**6. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.**

**3.6 PROJECT AS-BUILT**

- A.** Contractor shall dedicate one (1) complete full-size set of the Contract Drawings and one (1) complete Project Manual for use in documenting as-built conditions, including but not limited to; RFIs, ASI, PCOs and Change Order. As-Builts shall include a table showing control points and settings.
- B.** Contractor shall submit to District in hard copy one (1) original and two (2) copies of all Project As-Built Documents. In addition, one (1) electronic copy shall be submitted to District. District reserves the right to require resubmittal in accordance with these Supplementary General Conditions if the documents are inaccurate or incomplete, or otherwise fail to meet the requirements of these Contract Documents.
- C.** Electronic Media Format: Electronic media format for all Project As-Built Documents shall be Adobe PDF, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM or flash drive.

**3.7 TIME OF COMPLETION**

- A.** See Section 00300, Bid Proposal Form, for specific requirements to complete the Work. Time requirements are also included in Section 00600, Construction Agreement.
- B.** Substantial Completion: The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District may occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- C.** Remaining Work after Substantial Completion: If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial

Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

- D. Final Completion: The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punch List Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.

**END OF SECTION 00800**



**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

500 Court Street, Martinez, CA 94553

**SUBSTITUTION REQUEST FORM**

Contractor Name: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

RFS # \_\_\_\_\_ Date: \_\_\_\_\_  
 DSA Application #: \_\_\_\_\_  
 Campus: Contra Costa College  
 Project No., Name: \_\_\_\_\_

Contractor pursuant to General Conditions submits the proposed items. If the District accepts such items so described, the undersigned may furnish such item with all necessary labor, materials, equipment and incidentals to perform and complete the Work.

Item No.	SPECIFIED ITEM OR DRAWING	SPECIFICATION SECTION	PROPOSED SUBSTITUTION (and name of Subcontractor if different)

**CERTIFICATION**

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be suited to the same use as that specified in Contract Documents.

Contractor: \_\_\_\_\_  
 (Please print name of company) Name and Title (print/type) Contractor Authorized Representative Date

A. Does the substitution affect dimensions shown on Drawings?  
 B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?  
 C. What effect does the substitution have on other trades?  
 D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add ? Shorten ?  
 E. Differences between proposed substitution and specified item?  
 F. What is the Cost Differential including all mark-ups?  
 G. Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain differences.  
 H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.  
 I. The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

<p><b>A/E Response:</b></p> <p><input type="radio"/> Accepted</p> <p><input type="radio"/> Not Accepted</p> <p><input type="radio"/> Accepted As Noted</p> <p><input type="radio"/> Received Too Late</p> <p>BY: _____ Date: _____</p>	<p><b>District Representative Response:</b></p> <p><input type="radio"/> Accepted</p> <p><input type="radio"/> Not Accepted</p> <p><input type="radio"/> Accepted As Noted</p> <p><input type="radio"/> Received Too Late</p> <p>By: _____ Date: _____</p>
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**BOILER SCHEDULE**

SYMBOL	AREA SERVED	BASIS OF DESIGN		MAX. GROSS INPUT (MBH)	MIN. GROSS OUTPUT (MBH)	MIN. EFF. (AFUE)	GAS CONN SIZE	TURN DOWN RATIO	FLUE SIZE (IN.)	FLOW RATE (GPM)	ENTER WATER TEMP. (°F)	LEAVING WATER TEMP. (°F)	WPD (FT H2O)	HW CONN SIZE	ELECTRICAL			APPROX. DIMS (LxWxH)	MAX WT (LBS)	NOTES
		MFR	MODEL												VOLTS	PH	FLA			
B-2	POOL/GYM	AERCO	BMK2000	2000	1800	94.6	2	20:1	8	300	110	140	3	4	120	1	16	43.6" x 28" x 78"	1760	1,2,3,4

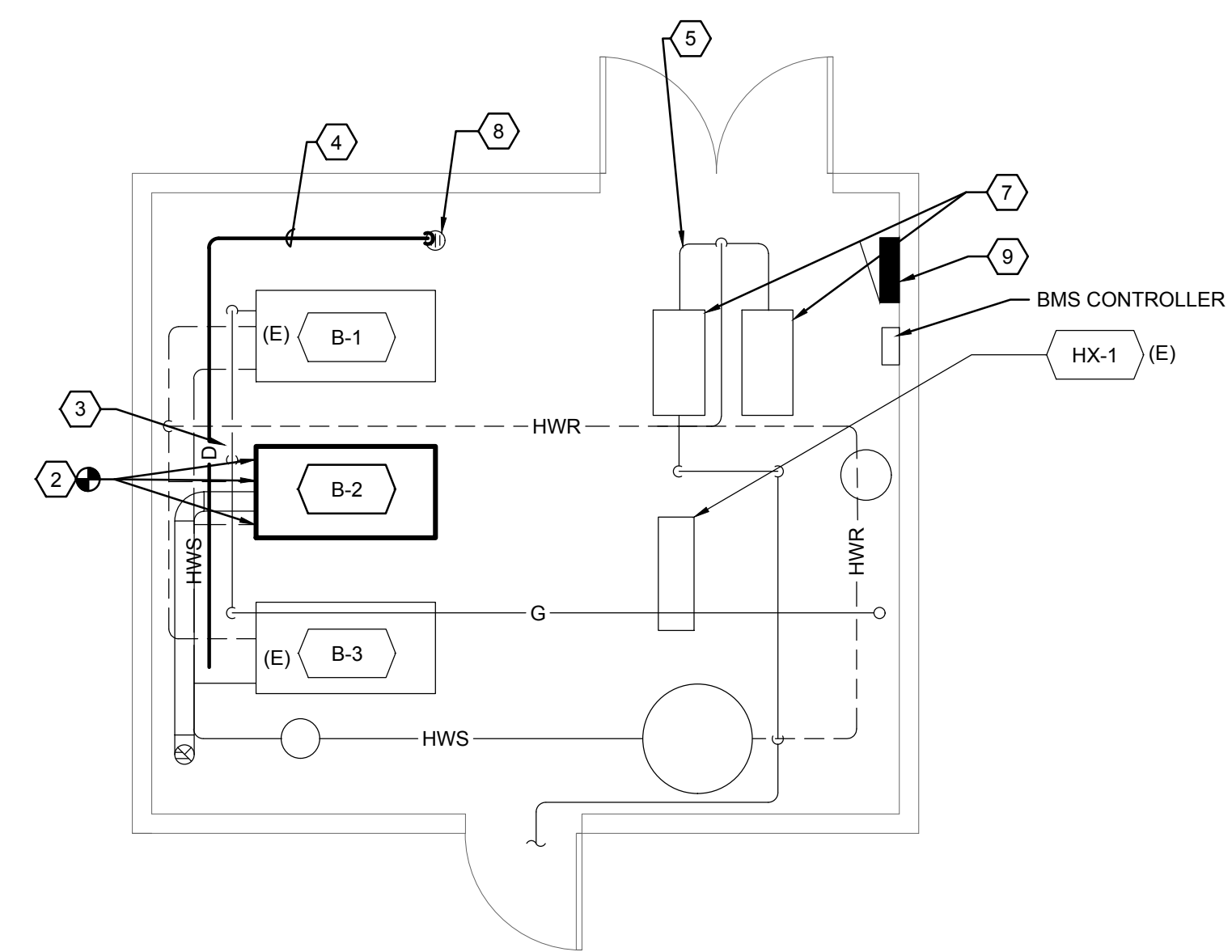
NOTES:  
 1. BOILER EFFICIENCY BASED ON 80F TO 180F.  
 2. PROVIDE SPARE PARTS KIT (125PSI), 8" DURAVENT POLYPRO ADAPTOR, LOW WATER CUT OFF.  
 3. PROVIDE AERCO CONDENSATE NEUTRALIZER, 2 LITER.  
 4. PROVIDE ONBOARD BOILER SEQUENCING TECHNOLOGY.

**GENERAL SHEET NOTES**

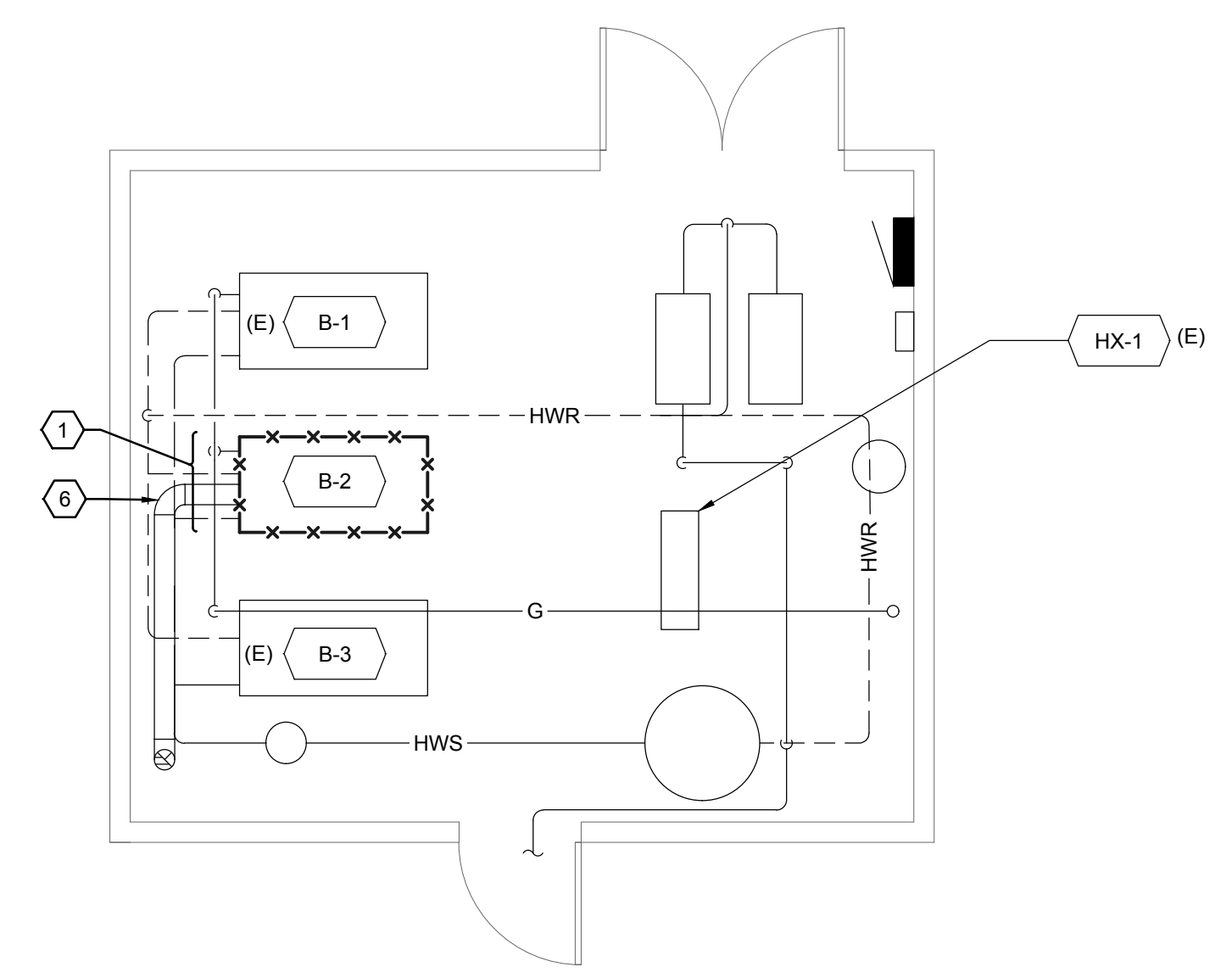
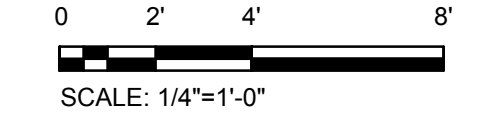
- A. FIELD VERIFY CLEARANCE FOR INSTALLATION OF BOILER. SPACE IS TIGHT FROM THE EXTERIOR DOOR TO THE BOILER LOCATION.
- B. REPLACE AND REPAIR ANY DAMAGED OR REMOVED PIPING OR INSULATION TO INSTALL BOILER.
- C. BUILDING CONTROLS (BMS) IS ANDOVER. EMCOR IS THE CURRENT CONTROLS CONTRACTOR FOR THE CAMPUS. CONNECT (N) BOILER TO EXISTING BMS CONTROLS. INCLUDE SCOPE FOR CONTROLS COMMISSIONING. FIELD VERIFY POINTS TO BE CONNECTED BETWEEN BOILER AND BMS.
- D. FIELD VERIFY AND MATCH WATER TEMPERATURE SETPOINTS (LWT, EWT) TO (E) SETPOINTS.

**SHEET KEYNOTES**

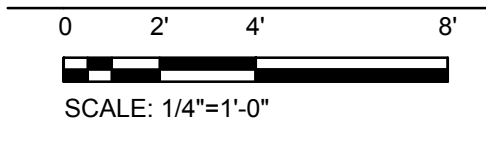
- 1 DEMOLISH BOILER. DISCONNECT ALL UTILITIES AND FLUE. FIELD VERIFY BOILER REMOVAL AS SPACE IS TIGHT TO REMOVE BOILER.
- 2 RECONNECT HHWS, HHWR, NATURAL GAS AND FLUE TO THE NEW BOILER.
- 3 PROVIDE A NEW CONDENSATE NEUTRALIZATION KIT.
- 4 (N) 1-1/2" CONDENSATE PIPE. CONNECT TO EACH BOILER CONDENSATE NEUTRALIZATION KIT.
- 5 REPLACE ANY DAMAGED INSULATION/PIPING.
- 6 (E) FLUE TO REMAIN.
- 7 (E) HHW PUMPS.
- 8 (E) FLOOR DRAIN.
- 9 REPLACE EXISTING BRANCH CIRCUIT BREAKER AND WIRING (FROM 15A, 3P WITH 3#12AWG+1#12GND TO 20A, 2P WITH 2#12AWG+1#12GND) TO MATCH NEW BOILER OVERCURRENT PROTECTION AND WIRING REQUIREMENTS.



**2 PARTIAL FLOOR PLAN - MECHANICAL**



**1 PARTIAL FLOOR PLAN - DEMOLITION**



**PARTIAL FLOOR PLAN AND SCHEDULE**

REVISIONS


DRAWN BY \_\_\_\_\_  
 CHECKED BY **X**  
**JD**  
 JOB NO. 2017-0310  
 DATE **AUG. 11 2017**  
 SHEET NUMBER \_\_\_\_\_

**M2.0**

