

BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

**C-1059 MEN'S LOCKER ROOM
BOILER REPLACEMENT PROJECT**

AT

CONTRA COSTA COLLEGE

2600 Mission Bell Drive, San Pablo, California 94806

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

ADDENDUM #1

Engineer:

Newcomb|Anderson|McCormick
201 Mission Street, Suite 2000
San Francisco, CA 94105

June 15, 2015



ADDENDUM #1

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

PROJECT: C-1059 MEN'S LOCKER ROOM BOILER REPLACEMENT
LOCATION: CONTRA COSTA COLLEGE
DATE: June 15, 2015

NOTICE TO ALL CONTRACTORS:

You are hereby notified of the following changes, clarifications and/or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and/or previous Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same, and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated May 27, 2015. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

A. Deletions, Additions, Changes, Revisions

SPECIFICATION SECTIONS:

1. Change:

1.1 Section 00100 Notice Inviting Bids, page 1, under "Important Information":

As Follows:

BID OPENING: JUNE 18, 2015 @ 2:00 PM

Attachments: None

1.2 Section 00100 Notice Inviting Bids, on page 2, the last paragraph that starts with "The contract time..." shall be replaced:

As Follows: The contract time is **150 Calendar Days** between the Notice to Proceed date and the contract Substantial 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.

Attachments: None

ADDENDUM #1

2. Replace:

2.1 Section 00300 Bid Proposal Form

As Follows: Delete Section 00300 Bid Proposal Form, and replace in its entirety with Section 00300 Bid Proposal Form, Addendum #1.

Attachments: Section 00300 Bid Proposal Form, Addendum #1.

2.2 Section 00600 Construction Agreement

As Follows: Delete Section 00600 Construction Agreement and replace in its entirety with Section 00600 Construction Agreement, Addendum #1.

Attachments: Section 00600 Construction Agreement, Addendum #1.

2.3 Section 00800 Supplementary General Conditions:

As Follows: Delete Section 00800 Supplementary General Conditions, and replace in its entirety with Section 00800 Supplementary General Conditions, Addendum #1.

Attachments: Section 00800 Supplementary General Conditions, Addendum #1.

3. Add: Minutes from Pre-Bid Meeting of June 2, 2015.

DRAWINGS: NONE

B. BID QUESTIONS AND RESPONSES

Question 1:

During the pre-bid meeting it was mentioned that only engineering services for structural would be required, however; in Section 00800, 3.4, has very specific instructions relative to engineering services including stamped MEP drawings within two weeks of NTP. Please confirm if engineering services per the Section 00800 3.4 are required for this project.

Response 1:

At the pre-bid meeting it was noted that all engineering was to be provided by the Contractor. The necessity for mechanical engineering was questioned by a contractor. It was affirmed that structural engineering for equipment connections was required, and that further engineering related questions could be sent to the District as a bid question. The engineering requirements stand as specified. Addendum 1 will significantly extend the contract duration to ensure sufficient time is available to address these requirements, as well as the potential long lead time for some equipment and related installation. Requirements will be added by said addendum that requires the Contractor to maintain the existing hot water system while the existing boiler is removed and the new boiler is installed and in operation for its intended purpose.

ADDENDUM #1

Question 2:

Permit requirements are noted for abatement and are to be the contractors responsibility, however; I do not see that permits for MEP are the contractors responsibility. Please clarify if the MEP permits are being purchased by the County or if the contractor is to carry the cost for such permits.

Response 2:

This is a maintenance equipment replacement project. DSA, Contra Costa County and the City of San Pablo are not involved with this project; so permits are not required from these public agencies. Also, no asbestos abatement is currently required for the known scope of work below the ceiling; however, if any work should be required above the ceiling, the District will pay any notification fees for RACM removal in excess of 100 lf or square feet. This clarification will be added in Addendum 1.

Question 3:

Are the reference drawings 1988 available in CAD?

Response 3:

The available drawings from 1988 were not prepared in CAD; so the answer is No.

Question 4:

1. Please confirm the points to be included in the Andover BAS. Currently it appears to be enable, status and speed for the (3) pumps, enable for the (1) boiler, and any points provided by the Aerco boiler management system and the DHW system imported through BACnet. Please advise of any other points required to be provided to interface to the Andover BAS.

Response 4:

The boiler will not be connected to the Andover BAS for this project.

C. If you have any questions regarding this Addendum, please contact:

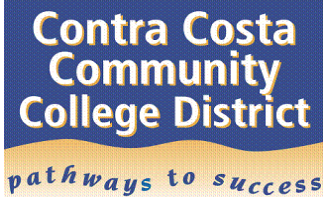
Jovan Esprit, Contracts Manager
Contra Costa Community College District
500 Court St., Martinez, CA 94553
Email: jesprit@4cd.edu
Facsimile: 925-370-6517

All other terms and conditions of BID are to remain the same.

ATTACHMENTS:

- Section 00300 Bid Proposal Form, Addendum #1.
- Section 00600 Construction Agreement, Addendum #1.
- Section 00800 Supplementary General Conditions, Addendum #1.
- Minutes from Pre-Bid Meeting of June 2, 2015.

END OF ADDENDUM #1



SECTION 00300
BID PROPOSAL FORM
(INFORMAL BIDS)

C-1059 MEN'S LOCKER ROOM
BOILER REPLACEMENT
CONTRA COSTA COLLEGE

2600 Mission Bell Drive, San Pablo, California 94806

BID DATE: THURSDAY, JUNE 18, 2015, prior to 2:00 PM

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INSTRUCTIONS TO BIDDERS:

- Please send your *BID Proposal* in one of these methods:
 - a) Email: 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
- =====

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, for a stipulated Contract Sum in the amount of:

Quote for the BASE BID Scope of Work:

_____ \$ _____
(Write amount of Base Bid)

Base Bid ALLOWANCE:

SEVENTHOUSAND FIVE HUNDRED DOLLARS AND NO CENTS \$ 7,500.00

TOTAL BASE BID PLUS ALLOWANCE \$ _____

3. ADDENDUM (if applicable): #1 Received Date: _____; #2 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 **150 calendar days** after date of Notice to Proceed.
- B. Final Completion shall be **30 calendar days** after the date of Substantial Completion.
- C. Prior to the Notice to Proceed issued by the District, the Contractor shall provide a CPM construction schedule, prepared in Microsoft Project format, utilizing the entire time allowed to complete the project. Schedule shall be subject to District's approval.

5. ACCEPTANCE AND AWARD

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.

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.

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.

_____ CSLB License No.: _____ Exp: _____
Firm Name

_____ DIR Registration No.: _____
Address

_____ Phone: _____

_____ Email: _____

Authorized Signature	Print Name	Date
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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) NAME

Address: _____

(§1.2) Effective Date: _____

(§1.3) The Work: _____

(§1.4) Completion Time: **150 Calendar Days** from the Notice to Proceed to Substantial Completion, and **30 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: THOUSAND, HUNDRED DOLLARS and NO CENTS
(\$000,000.00)

2. **SCOPE OF WORK**

See Section 00800, Supplementary General Conditions, Article 1.1.

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, 1777.6, 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 00800
SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide all design services, labor, materials and equipment to disconnect (including domestic hot water, heating hot water, feedwater, gas, drains, electrical, controls, and flue, connections) and remove the existing boiler and supply and install a new boiler and heat exchanger. A new connection to existing heating hot water, domestic hot water, and feedwater piping; gas and flue connections; and connection to the existing line voltage and controls is required. A new heat exchanger for the existing hot water tank is included in this scope. The existing domestic hot water tank has been found to be in good condition and will remain in service. Start-up and balance of the new systems is also included in the scope of work. Hot water piping shall be insulated in accordance with applicable codes and in compliance with Title 24 California Code of Regulations.
- B. No structural modifications, modifications to fire alarm systems, or changes to Americans with Disabilities Act accessibility are authorized under the contract and work associated with this specification without prior approval by the District. All work shall be in accordance with Title 24 California Code of Regulations.
- C. An allowance is included in the Base Bid to cover any unforeseen additional code-required work, repairs to existing equipment, and/or hazardous material abatement within the boiler or above the ceiling. See Specification Section 00300, Bid Proposal Form. The allowance will be used only upon the approval by the District, and by a fully-executed change order between the District and Contractor.

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
 - 3. This work will be contracted using the District's Short Form Construction Agreement; See Section 00600.

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 twenty-eight (28) Calendar Days from the Notice to Proceed, except as otherwise noted. [Addendum #1]**

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.
 3. Submittals that require local and State agency approval, shall conform with 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. 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 in the technical specifications.
- C. The Schedule of Values shall be submitted to the District within seven (7) calendar days from the Notice to Proceed. The Schedule of Values shall be broken down by the following minimum categories:
1. Mobilization (maximum 5% of contract price)
 2. Submittals
 3. Demolition
 - a. Lead paint hazardous material abatement.
 - b. Selective demolition
 4. Mechanical
 - a. Boiler and associated equipment
 - b. Pumps
 - c. Flue
 - d. Controls
 5. Electrical
 6. Plumbing
 7. Final Clean
 8. O&M and Warranties
 9. As-built Drawings

The District will only pay for Work installed at the Site, with the exception of approved submittals, but not to exceed a combined total of \$7,500.

- 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 Reviews 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. Contractor is responsible to provide a fully functioning boiler system meeting the requirements listed in Specification Section 23 52 00, and elsewhere.

F. **Substitutions.**

1. ***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. Pursuant to Paragraph 1.3.F.3, 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.

- a. ***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 sum 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 in Paragraph 1.3.F.1.

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

- (a) Is equal in quality/service/ability to the Specified Item;
 - (b) Will entail no changes in detail, construction, and scheduling of related work;
 - (c) Will be acceptable in consideration of the required design and artistic effect;
 - (d) Will provide no cost disadvantage to the District;
 - (e) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 - (f) Will required no change of the construction schedule.
3. 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.
 4. 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.
 5. 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.
 6. 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. [Addendum #1]

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.

PART 3 - EXECUTION AND RELATED REQUIREMENTS

3.1 GENERAL

- A. **Work Restrictions: Maintain hot water supply during business hours while the existing boiler is removed, and the new boiler is installed and made functional. Interruption to hot water supply shall be kept to a minimum, requires 48-hour notice, and shall be limited to off hours. Off hours work is 10PM-8AM Monday – Saturday and all day Sunday. [Addendum #1]**
- B. Scheduling and Coordination: Before commencing work on a specific area, 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.
- C. Scheduling and Sequence of Work: The work shall be prosecuted in such a manner as to cause the least interference with the normal functions of the campus activity. Certain areas will be vacated for period of time as necessary for the Contractor to perform certain work; however, the Building may be occupied during the course of the work. Prior to beginning any work, the Contractor shall meet with the District and the Contractor's schedule shall be approved as noted in Article 1.3D above.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. Administrative Forms: District shall provide forms for use by Contractor.

3.2 EXISTING CONDITIONS & DRAWINGS

- A. Drawings dated May 10, 1988 listed below are available for download from the District Website:
 - 1. A-0 Title Sheet
 - 2. E-2 Electrical Plan and Details
 - 3. M-1 Legends, Schedules, and Abbreviations
 - 4. M-2 Mechanical HVAC Rehabilitation
 - 5. M-3 Mechanical Details and Control Diagrams
 - 6. P-1 Plumbing Plans
 - 7. P-2 Plumbing Details

3.3 FIELD VERIFICATION AND MEASUREMENTS

- A. If any existing conditions related to the installation of the new Boiler system are observed during the mandatory Site visit that are not addressed in the bid documents, submit an RFI by the date listed in the Notice Inviting Bids for the District's review and response.
- B. Measurements: Before fabrication, obtain necessary field measurements and verify for conformance.
- C. Contractor shall inspect all lines in/out of boiler and ensure there are no broken lines and that all lines have code-compliant shut-off valves.

3.4 WORK BY CALIFORNIA LICENSED ENGINEER

- A. Field verify code compliance of existing field conditions and modifications required to install new system.
 - 1. Contractor's California-Licensed Engineer shall evaluate and confirm if existing space in Men's Locker Room is code compliant to accommodate new equipment (e.g. clearance, equipment setbacks, ventilation, etc.).
 - 2. Contractor's Engineer to confirm existing connections in boiler room are properly sized for supply of gas, water & electrical to new equipment.
- B. Within two weeks of Notice to Proceed, submit stamped Mechanical, Electrical, and Plumbing drawings along with any required structural calculations for mounting and support of equipment, piping, ductwork and conduit.
- C. Drawings to include all work necessary for a complete and functioning code compliant installation conforming to the requirements included in Section 23 52 00, and elsewhere.

- D. It is assumed that the new Boiler and associated equipment can be installed in the existing space without any changes to the overall dimensions of the room. See as-built drawings referenced in Part 3.2 for existing conditions. Contractor is required to confirm all Site information in the field.
1. If the code-required setback can't be achieved, Contractor shall submit proposed design solution by a Licensed California Engineer to District for review and approval, prior to Contractor submission to DSA.
 2. Note that modifications to existing structure, fire systems, or ADA changes, if necessary, 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 design and construction costs. No work on Site can commence until such time it is determined by the Contractor's California Licensed Engineer that no DSA review is required. If review is required by DSA, no work on Site is allowed until DSA approval is obtained and the new start date on Site has been approved by the District.

3.5 SITE WORK

- A. Existing Work: Protect existing work which is to remain in place, be reused, or remain the property of the District. Repair items that are to remain and are damaged during performance of the work to their original condition, or replace with new.
- B. Dust and Debris Control: Prevent the spread of dust and debris to occupied portions of the Building and nearby areas, and avoid the creation of a nuisance or hazard in the surrounding area. Waste and debris resulting from the Work being performed shall be cleaned up daily. Promptly remove, and legally dispose of all debris to an offsite location.
- C. Hazmat Work:
1. Contractor shall abate lead paint on floor and any impacted piping. See RGA Environmental report dated April 16, 2015 and Specification Section 02 83 00.
 2. The piping in the boiler room has tested negative for asbestos; however, pipe insulation above the ceiling contains asbestos. It is not anticipated that piping above the ceiling will need to be disturbed. Refer to RGA report and Specification Section 02 08 00.
 - a. **If it is determined that above-ceiling asbestos-containing piping must be disturbed, the District will pay for any notification fees for RACM removal in excess of 100 lineal or square feet (there is no regulatory notification or fee below this threshold). [Addendum #1]**
 3. Boiler is assumed to have internal asbestos containing material. See Item "E" below, Disposal of Equipment and Materials.
- D. Unforeseen Repairs: Should deteriorated materials of a major nature be uncovered in the course of the work, or suspected hazardous materials discovered, Contractor shall notify the District immediately. Repairs, if any, shall be made as directed in writing, and an adjustment will be made in the contract price in accordance with the terms of the Contract.

- E. Disposal of Equipment and Materials: Contractor is responsible for removal and disposal of all old equipment, and related construction debris. The existing boiler is suspected of containing asbestos. **Contractor shall allocate two (2) work days for asbestos testing and results and one (1) work day for abatement. If existing Boiler does contain asbestos, Contractor will be directed to remove and properly dispose of asbestos-containing material. [Addendum #1]**

3.6 PROJECT CLOSEOUT REQUIREMENTS (After Substantial Completion & Before Final Completion)

- A. Refer to Section 23 52 00 Boiler and Related Equipment for O&M and As-Built requirements.
- 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:

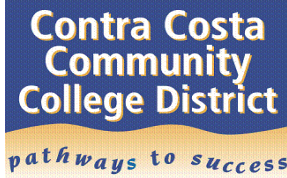
WARRANTY/GUARANTY INFORMATION – [insert project number and name on actual tag]

- a. Type of product/material _____.
- b. Model number _____.
- c. Serial number _____.
- d. Contract number _____.
- e. Warranty/Guaranty period _____ (months) from _____ to _____.
- f. Inspector's signature _____.
- g. Construction Contractor _____.
Address _____.
Telephone number _____.
- h. Warranty or Guaranty contact _____.
Address _____.
Telephone number _____.
- i. **WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.**

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



MINUTES

PRE-BID MEETING & SITE WALK (MANDATORY)

PROJECT NUMBER/NAME: C-1059 Men’s Locker Room Boiler Replacement

CAMPUS: Contra Costa College, 2600 Mission Bell Drive, San Pablo, CA 94806

DATE: June 2, 2015

TIME: 1:30 PM

LOCATION: Contra Costa College – Building & Grounds Facility

Important Note: An on-site job walk follows the meeting. Attendance at the job walk for this project is mandatory. At completion of the job walk, be sure to obtain a **Certification of Site Visit (Section 00450)**, signed by the District. **This signed form must be submitted with your bid.**

1. **Opening Remarks** – Rob Mohr, Construction Manager
 - Introductions
 - DIR Registration requirement

2. **Project Team Members**

Ron Johnson	Project Manager - Critical Solutions, Inc. (CSI)
Rob Mohr	Construction Manager - Critical Solutions, Inc. (CSI)
Shira Zingman-Daniels	Engineer of Record, Newcomb Anderson McCormick
Kenneth Pilgrim	Hazardous Materials Testing, RGA Environmental
Bruce King	Buildings and Grounds (B&G) Manager, CCC
Edwin Silva	Inspector of Record, Structure Consultants Group

3. **Brief Project Description** – Rob Mohr

- Performance Specification
 - Engineering requirements provided by Contractor’s California-licensed engineers
 - Contractor to provide engineering, confirm code requirements and provide functional system conforming to the specifications, see Section 00800 Supplementary General Conditions – 3.4 Work by California Licensed Engineer.
- Timeline (calendar days):
 - Estimated NTP – July 1, 2015
 - Equipment Submittals within 7 days of NTP
 - All other submittals within 14 days of NTP
 - Submittal review – 7 days
 - Procurement – 14 days
 - Contractors raised concerns about time frame for delivery; should submit RFIs if there are issues with procurement. District will review and consider increasing the overall contract duration.
- Lead paint abatement
 - Gray paint on floor – remove and legally dispose.
 - Red and Yellow paint on metal pipe – remove and legally dispose.

4. Project Work Restrictions

- See Section 00800 Supplementary General Conditions 3.1.A - Work Restrictions
- Boiler Shutdown August 3, 2015 – August 8, 2015; include required Saturday work for August 8th.
 - Contractors raised concerns about installation timeframe, and District will consider increasing the contract duration via addendum.

5. Bid Phase Communications & Correspondence

- All questions related to this Project must be in writing and directed to:

Jovan Esprit, Contracts Manager

Contra Costa Community College District

500 Court St., Martinez, CA 94553

Email: jesprit@4cd.edu

Facsimile: 925-370-6517

6. Addenda Update

- No addenda issued to date.
- Addenda to be issued no later than June 11, 2015.

7. Bid Phase Schedule Milestones

- Last day for RFI: June 5, 2015, prior to 5:00 p.m.
- Last Addendum Issued: June 11, 2015
- Bid Opening: June 16, 2015, prior to 2:00 p.m.
- Award of Contract: June 24, 2015
- Notice to Proceed: July 1, 2015 (approximate)

8. Bid Opening

- **Bids must be received at the Contra Costa Community College District Office at 500 Court St, Martinez, CA by June 16, 2015, prior to 2:00 PM.**
- All bids will be time stamped at the reception counter in the building lobby.
- Any bid received after the bid opening time will be rejected.
- An announcement will be made at the 2-minute mark prior to the bid opening deadline.

9. Bid Package

- Review your bid package carefully before submitting it. **Be sure to include all required documentation.**

10. Contract Duration Discussion

- Section 00600, Construction Agreement
- 60 Calendar Days to Substantial Completion (SC)
- 30 Calendar Days between SC and Final Completion (FC)

11. Substitution requests MUST comply with Contract Documents

- Requests shall be submitted, on District forms, within three (3) work days after bid opening; acceptance shall be at District's sole discretion; required forms shall be issued in addenda.

12. Site Walk

- Reviewed project site.
- District-signed *Certificate of Site Visit* forms were distributed to meeting attendees.