

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO COOPER OATES AIR
CONDITIONING FOR CONSTRUCTION SERVICES FOR
HYDRONIC PUMPS REPLACEMENT AT FAIRFIELD
PROJECT**

REQUESTED ACTION:

☐ **Information** **OR** ☒ **Approval**
☐ **Consent** **OR** ☒ **Non-Consent**

SUMMARY:

Board approval is requested for award of a construction services contract to Cooper Oates Air Conditioning for the Hydronic Pumps Replacement at Fairfield Project. The scope of work for this Small Capital project is to remove and replace heating and cooling system hydronic pumps and motors in buildings throughout the Fairfield Campus that are in need of replacement. All pumps and motors will be properly disposed of by the contractor following all environmental laws and the District's recycling guidelines.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- ☒ Help our students achieve their educational, professional and personal goals
- ☐ Basic skills education
- ☐ Workforce development and training
- ☐ Transfer-level education
- ☒ Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$95,000 Measure Q Funds</i>
------------------	---------------------------------	--

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

March 4, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

March 4, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO COOPER OATES AIR
CONDITIONING FOR CONSTRUCTION SERVICES FOR
HYDRONIC PUMPS REPLACEMENT AT FAIRFIELD
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from two State of California – Department of General Services Certified Small Businesses. Two bids were received:

Cooper Oates Air Conditioning and Prime Mechanical submitted proposals for the project as follows:

Cooper Oates Air Conditioning	\$95,000
Prime Mechanical	\$105,560

Cooper Oates Air Conditioning was deemed the lowest responsive and responsible bidder, and the bid is within budget.

The Governing Board is asked to approve a contract to Cooper Oates Air Conditioning in the amount of \$95,000.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 01

THIS CONTRACT is made and entered into this on the 16th of March 2016, by and between Cooper Oates Air Conditioning ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Ninety Five Thousand Dollars (\$95,000.00) ("Contract Price"), the following services ("Services" or "Work") for the Hydronic Pump Replacement at Fairfield Project:

1. Confirm all manufacturers and models for the hydronic pumps and motors listed for replacement.
2. Provide the preferred district standard Ball & Gossett manufacturer hydronic pump with the recommended motor. Model is to be the same as replacement or equivalent equal.
3. Demo current hydronic pump, motor and associated piping including any chipping of concrete to remove the pump and motor. Patch back to match any adjacent surfaces any concrete or other existing material disturbed.
4. Install new hydronic pump and motor with all associated piping and electrical connections.
5. Start Up and Test include bleeding with verification on the EMS for all hydronic pumps and motors with Construction Manager and College Facilities Staff.

Reference Exhibit A: Request for Proposal dated 2/12/2016 for specifications to be included in this contract.

2. Contractor shall perform the Work at Fairfield Campus for Solano Community College ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed no later than June 13th, 2016 ("Contract Time").
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Fifty Dollars (\$50.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous
<input type="checkbox"/> Instructions to Bidders	<input type="checkbox"/> Materials Certification
<input type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Insurance Certificates and
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Endorsements

<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Non-collusion Declaration	<input type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> Plans
<input type="checkbox"/> Drug-Free Workplace Certification	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input type="checkbox"/> Tobacco-Free Environment Certification	

6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. The project manager on the Project is John Prany's ("Project Manager") Contractor hereby acknowledges that the Project Manager and District Representative have the authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Manager. Project Manager have free access to any or all parts of work at any time. Contractor shall furnish Project Manager opportunities for obtaining such information as may be necessary to keep Project Manager fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Project Manager.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

11.

District

Solano Community College District
c/o Kitchell CEM
360 Campus Lane, Suite 203
Fairfield, California 94534

ATTN: John Prany's

Contractor

Cooper Oates Air Conditioning
6250 Sky Creek Drive
Sacramento, CA 95828

ATTN: Gary W. Cline

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.

13. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

14. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

15. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2016

Solano Community College District

Signature: _____

Print Name: YULIAN LIGIOSO

Print Title: VP, Finance & Administration

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 2016

Contractor: Cooper Oates Air Conditioning

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.
12. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
13. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
14. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
16. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
18. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

19. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
20. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
21. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
22. **CONTRACTOR'S INSURANCE:**
- 27.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 27.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 27.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 27.2 **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 27.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 27.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 27.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 27.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 27.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District
28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs

any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

31. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 31.1 **Labor Compliance:** Contractor specifically acknowledges and understands that the Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 31.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of workers using the Public Work Payroll Reporting Form, including the certification (DIR Form A-1-131 or current version) and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner.
32. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For

purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

35. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____
(Title) (Bidder Name)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____.

(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"



Request for Proposal

Date: February 12, 2016

Re: Solano Community College District
Hydronic Pump and Motor Replacement Project

Package includes the following items

1. RFP for Hydronic Pump Replacement
2. Replacement List of Hydronic Pumps and Motors with Locations
3. District Standard Hydronic Pump Specification

The Solano Community College District is soliciting proposals for a hydronic pump and motor replacement project at the Fairfield campus. We would like to have your participation and look forward to receiving your proposal.

Please email your proposals and questions to John Pransy – john.pransy@solano.edu. All questions must be received on or before 2:00 PM February 18, 2016. All pricing proposals must be received on or before, February 25, 2016 at 2:00 PM.

If you are interested in a job walk please contact John Pransy at 916-208-2197 or john.pransy@solano.edu.

The following items need to be considered when submitting your proposal (the successful bidder of this project is hereafter referred to as the "contractor"):

A. Proposal and Contract

1. Use attached proposal form when submitting proposals.
2. Contractor shall sign a Standard Contract with the District, this contract form can be found at:
[http://www.solano.edu/measureq/1415/Agreement%20for%20Construction%20Services-Small%20Projects%20\(CCD\)-Dec%202013.pdf](http://www.solano.edu/measureq/1415/Agreement%20for%20Construction%20Services-Small%20Projects%20(CCD)-Dec%202013.pdf)
3. Selected Contractor shall submit the Payment Bond and Performance Bond with signed contract. The district does offer an option to waive both payment and performance bonds if Vendor will accept a single payment at the completion of the project including completed punch list items with no pre-pays or deposits allowed.

4. Contractor shall submit proof of insurance per the General Terms and Conditions of the Contract. Contractor will not be permitted to begin work until District has approved insurance.
5. Mandatory requirements include compliance to the California Labor Code with regards to Solano County Prevailing Wage Requirements and the District's Insurance Requirements.
<http://www.solano.edu/measureq/2015/DIR%20NOTICE%20TO%20CONTRACTORS%20052015%20pdf.pdf>

B. Scope of Work

1. Confirm all manufacturers and models for the hydronic pumps and motors listed for replacement.
2. Provide the preferred district standard Ball & Gossett manufacturer hydronic pump with the recommended motor. Model is to be the same as replacement or equivalent equal.
3. Demo current hydronic pump, motor and associated piping including any chipping of concrete to remove the pump and motor. Patch back to match any adjacent surfaces any concrete or other existing material disturbed.
4. Install new hydronic pump and motor with all associated piping and electrical connections.
5. Start Up and Test include bleeding with verification on the EMS for all hydronic pumps and motors with Construction Manager and College Facilities Staff.

C. Schedule

1. All construction activities must be completed by June 13th, 2016. There are no exceptions to this date. Any impact to classrooms such as HVAC shut down or noisy activity must take place while classes are not in session. Which includes Saturday, Sundays during the academic year and summer break beginning May 18th, 2016 and ending June 13th, 2016. Please note the contract is anticipated to go to the Board of Trustees for award at the March 16, 2016 Board Meeting.

D. Construction Project Procedures

1. All correspondence shall be through the Construction Manager. Direction to proceed on items, only through CM.

Proposal Form

Proposal Information:

Contractor Name _____

DIR Number _____

License Number _____

Authorized Signature _____

Printed Name _____

Date _____

Base Bid (_____) shall be shown both in words and figures. In case of discrepancy the amount shown in words shall govern.

I have reviewed the standard District contract and I am willing and able to accept the terms and conditions of the District's standard Independent Contractor contract without exception.

_____ Dollars (\$ _____)

Hydronic Pumps				
	Hot Water Pump		Chilled Water Pump	
Building	Manufacture	Model	Manufacture	Model
100	Bell & Gossett	TBD by Contractor	Bell & Gossett	TBD by Contractor
300	Bell & Gossett	TBD by Contractor	Bell & Gossett	185011LF
500	N/A	N/A	Bell & Gossett	185011LF
700	Bell & Gossett	TBD by Contractor	Bell & Gossett	186011
800	Bell & Gossett	TBD by Contractor	Bell & Gossett	TBD by Contractor
900	N/A	N/A	TACO	TBD by Contractor
1400	Bell & Gossett	TBD by Contractor	PACO	11-25957-133L01-1632
1500	Bell & Gossett	E1510	Bell & Gossett	185011LF
1600	N/A	N/A	Sulzer	11-20953-133L01-1682EF
1700	Bell & Gossett	TBD by Contractor	Bell & Gossett	TBD by Contractor
1800A	Bell & Gossett	TBD by Contractor	Sulzer	TBD by Contractor
1800B	Sulzer	11-20953-133L01-1682	Bell & Gossett	P52970

Hydronic Pump Motors				
	Hot Water Pump Motor		Chilled Water Pump Motor	
Building	Manufacture	Model	Manufacture	Model
100	Baldor	TBD by Contractor	Baldor	CP3714T-IEEE-45
300	Lincoln	TEFC	Lincoln	TEFC
500	N/A	N/A	Baldor Reliance	EM3154T
700	General Electric	5K182AL214D	Baldor	M3157T
800	TBD by Contractor	TBD by Contractor	TBD by Contractor	TBD by Contractor
900	N/A	N/A	Baldor	JMM3116T
1400	Baldor Reliance	EM33111	Baldor	M3218T
1500	Baldor Reliance	EM3157T	Baldor Reliance	EM3154T
1600	N/A	N/A	Baldor	EM3218T
1700	Baldor Reliance	EM3714T	MagneTek	R130
1800A	Baldor Reliance	CEM3558T	US Electric Motor	L035R029
1800B	Baldor	M3218T	TBD	TBD



DESIGN STANDARD for Hydronic Pumps

Purpose:

The hydronic pumps are an essential element of the mechanical space cooling and heating systems. This design standard has the purpose of creating a consistent application of hydronic pump requirements throughout the Solano Community College District therefore achieving a standard of quality for maintenance, energy efficiency, and reliability throughout all renovation and new building projects.

Design Standard:

Work Included: Materials, installation and testing of pumps for a complete and operable system.

- General:
 - Factory-tested pumps cleaned and painted with enamel prior to shipment. Do not install any pumps at Solano College in contact with the outdoor environment.
 - All pumps shall have bronze impellers.
 - A single gage shall be connected to the discharge and suction side of each pump and across the strainer so that the differential pressure can be observed.
- Pumps – Closed Coupled
 - Closed-coupled pumps are not permitted over 0.5 hp.
- Pumps – Base Mounted, End Suction
 - Pumps shall be electric-motor-driven, centrifugal, single-suction, single-stage pumps. Pumps shall be bronze fitted, with bronze impeller, with close-grained semi-steel vertically split casing (125 psi), provided with mechanical seals designed for the operating conditions shown on the plans. Pumps shall be provided with sleeve bearings and an oil reservoir. A drop-out coupling shall be provided.
 - Pumps shall have a sleeve bearing, specially selected for quiet operation at 1750 rpm. The motor size shown on the drawing shall be the minimum acceptable. A pump motor should operate within the service factor of the motor, providing that the service factor is acceptable to the pump manufacturer. The motor shall not exceed the nominal hp at the specified delivery and head.



Solano Community College District

DESIGN STANDARD

Division 23 21 20

- Discharge increasers shall be concentric and located at the pump discharge nozzle.
Suction pipe reducers shall be eccentric, located at the pump suction nozzle and at least five diameters of straight pipe shall be installed before the inlet or along the sweep elbow. (Suction diffusers in lieu of straight pipe section may be used.) A 0.75-in. drain shall be provided from each base plate to the nearest floor drain.
- Pumps shall be selected so that the ratio of impeller diameter to the maximum diameter possible in the casing shall not exceed 0.85. A purge cock shall be provided in the casing and gage tappings shall be provided in pump suction and discharge.
- All piping connections to pumps shall be supported independently so that no strain is imposed on the pump casing.
- Pumps installed on "slab-on grade" shall be mounted on a 6-in. high concrete pad with anchor bolts. The space between pad and base shall be grouted to eliminate all voids.
- Pumps shall have rear pull-out design for removal of the impeller without disturbing the motor alignment or piping.
- Pumps installed on supported slabs shall be provided with concrete inertia subbases with spring isolators.
- In-Line Pumps
 - Pumps shall be centrifugal and single-stage, complete with motor, mechanical seals, bronze fittings, bronze impellers, and a flexible coupler with safety guard. The pumps shall also be dynamically and hydraulically balanced.
 - The pump motor shall be supported independently.

Approved Manufacturers:

- Pumps – Base Mounted, End Suction
 - Bell & Gossett
 - Taco
 - Paco
- In-Line Pumps
 - Bell & Gossett
 - Taco

STV 2013

2 10.7.2013



Solano Community College District
— Paco

DESIGN STANDARD
Division 23 21 20

Substitutes Allowed:

Yes, if performance and quality equivalency can be evidenced.

Associated Design Standards and Specifications

- 23 05 10 – HVAC PIPING
- 23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
- 23 21 05 - HYDRONIC PIPING SYSTEMS

STV 2013

3 10.7.2013