

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR INFORMAL BID NO.: 09-10-02

Duct Detector Replacements in Buildings 800 & 900 - Chabot College

Informal Bids Due:

June 15, 2010 at 2:00 P.M.



**Return Bids To:
District Office
Facilities Planning & Management Department
5020 Franklin Drive
Pleasanton, California 94588**

**Tel.: (925) 485-5287
Fax: (925) 485-5294**

TABLE OF CONTENTS

Section Number	Description
00100	Notice Calling for Informal Bids
00200	Instructions for Bidders
00250	Subcontractors List
00260	Non-Collusion Affidavit
00270	Pre-Qualification Application Form
00300	Bid Bond
00350	Bid Proposal
00500	Contract for Labor and Materials Terms and Conditions of Contract Attachment A – Change Order Form Attachment B – Asbestos and Hazardous Materials Certification Attachment C – Guarantee Form
00600	Performance Bond
00650	Labor & Materials Payment Bond
00670	Certificate of Worker's Compensation
00680	Drug Free Workplace Certification
	Specification, Scope of Work, Drawings

NOTICE CALLING FOR INFORMAL BIDS
California Uniform Public Construction Cost Accounting Act

DISTRICT	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	DUCT DETECTOR REPLACEMENTS IN BUILDINGS 800 & 900, CHABOT COLLEGE
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	TUESDAY, JUNE 15, 2010 at 2:00 P.M.
LOCATION FOR SUBMISSION OF BID PROPOSALS	District Office 5020 Franklin Drive Pleasanton, California 94588
LOCATION FOR OBTAINING INFORMAL BID DOCUMENTS	Facilities Website: http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFIB.php

NOTICE IS HEREBY GIVEN that Chabot-Las Positas Community College District, State of California, hereby calls for sealed informal bids – **Duct Detector Replacements in Buildings 800 & 900, Chabot College, Informal Bid No. 09-10-02**, remove existing, and furnish, install, program and test 58 new duct detectors in same location, project estimated at \$40,000.00, requiring bid bond, performance and payment bonds to be delivered to the Contract Manager, Facilities Planning & Management Department, 5020 Franklin Drive, Pleasanton, California 94588 until **Tuesday, June 15, 2010 at 2:00 p.m.** at which time and place said informal bids will be opened. Faxed or emailed informal bids will not be accepted.

Informal bids shall be presented in accordance with the specifications for the same, which are on file with the Contract Manager, Facilities Planning & Management Department and at the website address listed below. Informal bid specifications will be available at the District's Facilities website at: <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFIB.php>

Inquiries regarding this informal bid should be directed to office of the Contract Manager, Facilities Planning & Management, Victoria L. Lamica, Contract Manager, by e-mail to vlamica@clpccd.org Reference Informal Bid No. 09-10-02 on all inquiries.

The Board of Trustees reserves the right to reject any and all informal bids and any and all items of such informal bids. This informal bid shall be subject to any and all applicable laws, regulations and standards, in accordance with the California Uniform Public Construction Cost Accounting Act. For more information, please refer to the Facilities Measure B Program Website at <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFB.php>

INSTRUCTIONS FOR BIDDERS

California Uniform Public Construction Cost Accounting Act

NOTICE IS HEREBY GIVEN that pursuant to Article 3. Public Projects: Alternative Procedures established under California Public Contract Code §§ 22030 et seq. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT ("District"), acting by and through its Board of Trustees, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as **Request for Informal Bid No.: 09-10-02 - Duct Detector Replacements in Buildings 800 & 900, Chabot College.**

- 1. Preparation and Submittal of Bid Proposals.** All Bid Proposals must be submitted on forms furnished by the District at or prior to the District's opening of Bid Proposals. Bid Proposals will be accepted by the District only if the Bidder submitting the Bid Proposal has completed the District's Informal Bidding Pre-Qualification Application Form and been deemed a "Qualified Contractor" for the nature and scope of the Work hereunder. The Bidder who is not a "Qualified Contractor" for the nature and scope of work will be rejected for non-responsiveness. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals shall be submitted in sealed envelopes bearing on the outside the Bidder's name and address and identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids. The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine. The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
- 2. Modifications.** Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive.
- 3. District's Right to Modify Contract Documents.** Before the opening of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained the Contract Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.
- 4. No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of thirty (30) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
- 5. Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Pre-Qualification Application Form; and (d) Non-Collusion Affidavit. Failure of a Bidder to submit each of the foregoing completed and executed as

required, will result in rejection of such Bidder's Bid Proposal for non-responsiveness.

- 5.1. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and as an Admitted Surety Insurer under Code of Civil Procedure §995.120 (the "Bid Security") in an amount of ten (10%) of the maximum amount of the Bid Proposal. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District. If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.
 - 5.2. **Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors whose work is valued at one-half of one percent (.05%) or more of the Bid Proposal amount. All Bidders are encouraged to disseminate all of the Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.
 - 5.3. **Pre-Qualification Application Form.** Each Bidder shall complete, execute and submit with its Bid Proposal the Pre-Qualification Application form included herewith. The District expressly reserves the right to verify information provided by the Bidder in its Pre-Qualification Application. If in the reasonable determination of the District, material adverse changes have occurred to the information provided by a Bidder in its Pre-Qualification Application, the District may reject the Bid Proposal of such Bidder for non-responsiveness. The District may reject the application by disqualifying or excluding a bidder if deemed that the qualifications lack the skills, credentials or experience to perform the work.
 - 5.4. **Non-Collusion Affidavit.** The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.
6. **Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. These determinations, entitled "PREVAILING WAGE SCALE" may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dir/databases.html>. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work.
 7. **Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
 8. **Anti-Discrimination.** It is the policy of the District that there is no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but

not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

9. **Contractors License Classification.** Bidders must possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded: Class C10 and C-7. The Bid Proposal of any Bidder not duly and properly licensed in accordance with the foregoing shall be rejected as non-responsive and the Bidder shall be subject to all penalties imposed by law as a result of not being properly licensed at the time of submitting its Bid Proposal. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.
10. **Examination of Site and Contract Documents.** The District will not conduct a Job-Walk for the Work described as **Duct Detector Replacements in Buildings 800 & 900, Chabot College.** Each Bidder shall at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and carefully review the Contract Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation under the Contract Documents. For site examination contact the Maintenance & Operations Department, Mr. Allan Ambrecht at 1.510.715.2853.
11. **Public Records.** Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District's issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret" "Confidential" "Proprietary" or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom.
12. **Notice of Intent to Award Contract.** Following the opening and reading of Bid Proposals, the District will issue to Bidders who have timely submitted a Bid Proposal, a Notice of Intent to Award the Contract, identifying the responsible Bidder submitting the lowest priced responsive Bid Proposal and to whom the District intends to award the Contract.
13. **Interpretation of Drawings, Specifications or Contract Documents.** If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. Bidders are solely responsible for submitting to such request not less than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by or on behalf of the District. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

14. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.
15. **Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
16. **Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents.
17. **Award of Contract.** Pursuant to Resolutions adopted by the District's Board of Trustees, the Contract for the Work, if awarded, will be by action of the District's Vice Chancellor, Facilities Planning and Management, Vice Chancellor, Business Services or Director of Purchasing and Contracts to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- A. **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.
- B. **Selection of Alternate Bid Items.** The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded at the discretion of the District.

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says
 (Typed or Printed Name)

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

the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 2010 at _____.
 (City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Signature

 (Address)

 Name Printed or Typed

 (City, County and State)

(_____) _____
 (Area Code and Telephone Number)

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PRE-QUALIFICATION APPLICATION

Bidder's Organization

- 1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. _____
 - 1.1.1 If a corporation, state the following:
 - State of incorporation: _____
 - Date of incorporation: _____
 - President/Chief Executive Officer: _____
 - Secretary: _____
 - Treasurer/Chief Financial Officer: _____
 - 1.1.2 If a partnership, state the following:
 - Type of partnership, i.e., general partnership, limited partnership: _____
 - _____
 - Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____
 - _____
 - _____
 - 1.1.3 If a proprietorship, state the names of all proprietors: _____
 - _____
 - _____
- 1.1.4 If a joint venture, state the following
 - Date of organization: _____
 - Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable: _____
 - _____
 - _____
 - _____
- 1.2 Number of years your organization has been in business as a contractor: _____
- 1.3 Number of years your organization has conducted business under its present name: _____
- 1.4 If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s): _____
- _____
- 1.5 Your organization's Federal Tax Identification Number: _____

Licensing

- 1.6 California Contractors License: Number: _____
 Expiration Date: _____
 Responsible Managing Employee/Officer: _____
 License Classification(s): _____
- 1.7 Has a claim or other demand ever been made against your organization's California Contractors License Bond? _____ Yes _____ No
 If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.
- 1.8 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? _____ Yes _____ No
 If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

Experience

- 1.9 Categories of work (other than management/supervision) your organization typically performs with your own forces _____

- 1.10 On a separate attachment, list all construction project completed by your organization in the past two (2) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the owner and the project owner's representative; and (iv) the project architect's name, address, telephone number and contact person.
- 1.11 On a separate attachment, list all construction project your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the project owner and the project owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

Performance History

- 1.12 Claims and lawsuits (if you answer yes to any of the following, you must attach details).
 - 1.12.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? _____ Yes _____ No
 If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

- 1.12.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? Yes No
 If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
- 1.12.3 Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? Yes No
 If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.
- 1.13 Has your organization ever refused to sign a construction contract awarded to it?
 Yes No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.
- 1.14 Has your organization ever failed to complete a construction contract? Yes No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.
- 1.15 Has your organization ever been declared in default of a construction contract?
 Yes No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.
- 1.16 Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? Yes No
 If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.
- 1.17 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?
 Yes No
 If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.
- 1.18 Has your organization or any predecessor to your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?
 Yes No
 If yes, on a separate attachment, provide the following: (i) a detailed description of the circumstances upon which charges were based; (ii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iii) disposition of such charges.
- 1.19 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes _____ No

If yes, on a separate attachment, provide the following: (i) the name(s) of each such other entity or organization; (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

- 1.20 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes _____ No

If yes, on a separate attachment, provide the following: (i) the name of such individual(s) or entity(ies); (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

References

(Include name, contact person, telephone/fax/e-mail and address for each reference provided):

- 1.21 Trade References (three (3) minimum)

- 1.22 Bank References

- 1.23 Public Works Inspectors of Record (K-12 or community college project)

- 1.24 Owner references (three (3) minimum, preferably California K-12 school districts and/or California Community College Districts)

Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ___ day of _____ 2010 at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, hereinafter "the Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the **Duct Detector Replacements in Buildings 800 & 900, Chabot College**.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **ten percent (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2010 by their duly authorized agents or representatives.

(Principal's Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Typed or Printed Name)

(Attach Attorney-in-Fact Certificate)

() _____
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

BID PROPOSAL

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees (“the District”).

FROM:

_____ (Name of Bidder)

_____ (Address)

_____ (City, State, Zip Code)

_____ (Telephone/Telecopier)

_____ (E-Mail Address of Bidder’s Representative(s))

_____ (Name(s) of Bidder’s Authorized Representative(s))

1 Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: **Duct Detector Replacements in Buildings 800 & 900, Chabot College** for the sum of _____ Dollars

(\$_____). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Pre-Qualification Application Form; and (d) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently

with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) _____ bearing License Number(s) _____, with expiration date(s) of _____. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

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CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into this 21st day of June, 2010 by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (“District”) and *Name of Contractor* (“Contractor”) for the Work of the Project generally described as: **Duct Detector Replacements in Buildings 800 & 900, Chabot College**. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

- A. In consideration of the payment of the sum of *State Dollars in Word Dollars* (\$30,000 - 125,000.00) (“the Contract Price”), the Contractor shall perform and complete the Work generally described as **Duct Detector Replacements in Buildings 800 & 900, Chabot College** which includes the minor remodeling of the track and field outdoor bathroom.
- B. Contractor shall commence the Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work by August 21, 2010.
- C. The location of the Work is 25555 Hesperian Blvd., Hayward, CA 94545, (“the Site”).
- D. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

Contractor:

Workers Compensation	Per applicable law
Employer’s Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$2,000,000
Aggregate	\$2,000,000
Builder’s Risk	Full Value of Work
Seismic Coverage	Not Required

Subcontractors:

Workers Compensation	Per applicable law
Employer’s Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

- E. The Contract Documents consists of this Contract for Labor and Materials, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Contractor to the District as a Bidder and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the Work can be completed for the Contract Price and within the Contract Time. The Contract Documents consist of:

- | | |
|---|---|
| <ul style="list-style-type: none"> Contract for Labor and Materials Terms and Conditions of Contract Non-Collusion Affidavit Bid Proposal Drug-Free Workplace Certification Certificate of Worker’s Compensation Insurance Certification | <ul style="list-style-type: none"> Pre-Qualification Application Form Change Order Form Asbestos and Hazardous Materials Debris Recycling Statement Guarantee Form |
|---|---|

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the District and Contractor have executed this Contract as of the date set forth above.

**“DISTRICT”
CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

**“CONTRACTOR”
FIRM’S NAME**

By:

Mr. Lorenzo Legaspi
Vice Chancellor, Business Services

By:

Title:

By:

Mr. Jeffrey M. Kingston
Vice Chancellor
Facilities Planning & Management

**TERMS AND CONDITIONS OF
CONTRACT FOR LABOR AND MATERIALS**

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** If required by the District, the Contractor shall prepare a Construction Schedule in such form and format as directed by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
 - 4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of _____ percent (___%) of the actual costs of labor and materials; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form and substance as set forth in Attachment A hereto.
 - 4.2 **Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a

finding that such Specified Items are designated as “sole source” items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. **Payment Bond; Performance Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Labor and Materials Payment Bond and a Performance Bond. Bonds required hereunder will be accepted by the District only if: (a) they are in the form and content included in the Contract Documents; (b) the Bonds are issued by and Admitted Surety Insurer under California law; and (c) in a penal sum equal to one hundred percent (100%) of the Contract Price.
6. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site, including without limitation, implementation and enforcement of safety programs. The Contractor shall implement and maintain safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property, as required or appropriate by the circumstances or the nature of the Work. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.
7. **Labor.**
 - 7.1 **Prevailing Wage Rates; Hours of Work.** The Contractor and all Subcontractors shall: (a) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (b) maintain complete and accurate payroll records for workers engaged in the Work; and (c) if requested by the District, provide Certified Payroll records as required by applicable laws. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate or hours of work requirements.
 - 7.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.
 - 7.3 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
 - 7.4 **Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
8. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers

Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

- 9. Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 10. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety percent (90%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (a) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (b) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (c) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (a) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (b) defective or non-conforming Work which is not remedied; or (c) there are any uncured Contractor defaults. Notwithstanding any provision of the Contract Documents to the contrary, no payment will be made to the Contractor upon completion of the Work unless the Contractor has completed and submitted the form of Asbestos and Other Hazardous Materials Certification set forth in Attachment B hereto.
- 11. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. The Contractor shall maintain a policy of Builders Risk Insurance covering the full insurable value of the Work; if noted as a requirement in the Contract, the Builder's Risk Insurance shall include seismic coverage. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

- 12. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys fees, which arise out of or related in any manner to this Contract or the Work. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are deemed incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience.
- 14. Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond shall be liable to the District for correction, repair or replacement of defective/non-conforming Work if the Contractor fails or refuses to perform in accordance with the proceeding.
- 15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable excessive costs of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.
- 16. Miscellaneous.**
- 16.1 Disputes.** Each dispute or claim of \$375,000 or less arising out of this Contract shall be resolved in accordance with Public Contract Code §20104 et seq. A dispute or claim exceeding \$375,000 shall be resolved by binding arbitration conducted under the auspices of the American Arbitration Association and its Construction Industry Arbitration Rules in effect at the time that a Demand for Arbitration is filed, except as modified herein. The

award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is supported by applicable law and substantial evidence pursuant to California Code of Civil Procedure §1296 and includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules. Any Arbitration Award that does not conform to the foregoing shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. Notwithstanding any claim or dispute arising out of this Contract or the Work, the Contractor shall continue to diligently perform the Work and prosecute the same to completion.

- 16.2 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.
- 16.3 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.4 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.5 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.
- 16.6 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.7 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.8 Entire Agreement.** This Contract and the Contract Documents enumerated herein constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

**CHANGE ORDER FORM
(ATTACHMENT A TO CONTRACT)**

Project:		Change Order #:	
Date:		Contract #:	
Contractor:			

Pursuant to Paragraph 4.1 of the Contract, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes. This Change Order is hereby agreed to, accepted and approved, all in accordance with the Contract Documents.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The original Contract Price was \$ _____

Net change by previously authorized Change Orders \$ _____

The Contract Price prior to this Change Order was. \$ _____

The Contract Price will be changed by this Change Order in the amount of. \$ _____

The new Adjusted Contract Price including this Change Order will be. \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by. (_____) Days

The date of Substantial Completion as of the date of this Change Order therefore is: . . . ____/____/____

ARCHITECT

CONTRACTOR

OWNER

Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, CA 94588

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION
(ATTACHMENT B TO CONTRACT)**

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the Chabot-Las Positas Community College District ("District") and _____ ("Contractor") for the work of improvement commonly referred to as **Duct Detector Replacements in Buildings 800 & 900, Chabot College** (hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.

The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this _____ day of _____, 2010 at _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

Subscribed and sworn before me
this ____ day of _____, 2010

Notary Public in and for the State of California

My Commission Expires:

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and _____ as Surety, are held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT** hereinafter "the Oblige", in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Duct Detector Replacements in Buildings 800 & 900, Chabot College**.

WHEREAS, the Principal, has entered into an agreement with the Oblige for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Oblige and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Oblige by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Oblige's rights hereunder; Surety hereby waives notice from the Oblige of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Oblige's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Oblige, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of

performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ____ day of _____, 2010 by their duly authorized agent or representative.

(Principal's Corporate Seal)

(Principal Name)

By:

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(_____) _____
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT** hereinafter "the Obligee", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Duct Detector Replacements in Buildings 800 & 900, Chabot College**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2010 by their duly authorized agent or representative.

(Principal's Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Type or Print Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Type or Print Name of Attorney-in-Fact)

() _____
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

WORKERS COMPENSATION CERTIFICATE

PROJECT: Duct Detector Replacements in Buildings 800 & 900, Chabot College

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

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DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name).

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 2010
(City and State)

(Signature)

(Handwritten or Typed Name)



Chabot-Las Positas Community College District

Request for Informal Bid No. 09-10-02

BIDDING SPECIFICATIONS, SCOPE OF WORK, AND DRAWINGS

SCOPE OF WORK

PART 1 – GENERAL

1.01 SUMMARY

- A This section includes summary of work including:
 - 1. Work covered contract Documents
 - 2. Bid items, Allowances and Alternates
 - 3. Work under other contracts
 - 4. Future work
 - 5. Work sequence
 - 6. Cooperation of contractor and coordination with other work
 - 7. Maintenance
 - 8. Occupancy requirements
 - 9. Reference Standards
 - 10. Products ordered in advance
 - 11. CLPCCD furnished products

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work shall include all work shown and specified except for work indicated "N.I.C." or "Not in Contract" or "Future".
- B. The contractor must maintain access to the existing buildings at all times during all phases. Contractor is to provide secure fencing and/or barricades to keep the general public from entering the work areas. Work hours shall be from 7:00 AM. to 7:00 P.M. on weekdays and 9:00 AM. to 6:00 P.M. on weekends. If the contractor chooses to work more than 8 hours per day or 5 days per week he shall be responsible for the overtime costs of the inspectors involved in that phase of the work.
- C. Unless provided otherwise in the Contract Documents, all risk of loss of Work covered by Contract Documents shall rest with Contractor until Final Completion and Acceptance of the Work.

1.03 BID ITEMS

- A. Any bid item may be deleted in total or in part prior to or after award of Contract without compensation in any form or adjustment of other bid items or prices therefore.
- B. Descriptions:
 - 1. **Base Bid.** Furnish any and all of the labor, materials, tools, equipment and services necessary to perform all work described and all other Contract Documents, including connections to existing systems for complete and operational facilities.
 - a. Remove the existing pendant smoke detectors and surplus to Maintenance & Operations.
 - b. Provide and install fifty-eight (58) new FCI programmable duct detectors which includes sample tube, addressable smoke head, flex conduit (as needed), and installation. Do not include the programmable relays.

- c. Extend existing power, Fire Alarm Data Loop and fan control wiring to the new duct detector locations.
- d. Provide and install fifty-eight (58) "LED Indication ONLY" plates below each duct detector.
- e. Route necessary flex conduit from the new detector to the existing termination point.
- f. Program and test each new unit.

C. Alternates: Not Applicable

- 1. Alternate selection will be exercised at the option of CLPCCD.
- 2. Contractor must coordinate related work and modify surrounding work as required to complete Work, including changes under each Alternate designated in Contract Agreement.
- 3. Scope of Alternates:
Not Applicable

1.04 WORK UNDER OTHER CONTRACTS

Not Applicable.

1.05 FUTURE WORK

Not Applicable.

1.06 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate CLPCCD operation requirements during the construction period; coordinate construction schedule and operations with Maintenance and Operations.

1.07 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK.

- A. Should construction work, or work of any other nature, be underway by other forces or by other contractors within or adjacent to the limits of the Work at the time the Work was advertised for bids, the Contractor shall cooperate with all such other contractors or forces to the end that any delay or hindrance to their work will be avoided. The cost of such cooperation will be considered as included in the prices bid and no direct or additional payment will be made therefore. Contractor shall coordinate with such other contractors and forces as required by General Conditions.
- B. CLPCCD reserves the right to perform other or additional work, within or adjacent to the limits of the work specified, at any time by the use of other forces. Contractor shall coordinate with CLPCCD and any CLPCCD forces, or other forces, engaged by CLPCCD, as required by General Conditions. In the event that the performance of such other or additional work materially increases or decreases Contractor's costs, the work and the amount to be paid therefore will be appropriately adjusted as determined by Maintenance & Operations.
- C. Limit use of the Site for Work and for construction operations to allow for:
 - a. CLPCCD operation
 - b. Work by other contractors and tenants

- D. Coordinate use of the Site and access to site with other contractors, utilities, and CLPCCD forces, as required by General Conditions. Maintenance & Operations has final authority over coordination, use of the Site, and access to site.
- E. Cooperate with CLPCCD and others who may occupy and begin work on site and inside building prior to completion of Work of this Contract.
- F. Cooperate with contractors for other area work, not included in Contract, but which may take place during construction period.

1.08 MAINTENANCE

- A. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.09 OCCUPANCY REQUIREMENTS

- A. Whenever, in the opinion of Maintenance & Operations, Work or any part thereof is in a condition suitable for use, and the best interest of CLPCCD requires such use, CLPCCD may take beneficial occupancy of and connect to, open for public use, or use the Work or such part thereof.
- B. Prior to date of Final Acceptance of the Work by CLPCCD, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required.
- C. Use by CLPCCD of Work or part thereof as contemplated by this section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by CLPCCD of any of the conditions thereof.
- D. CLPCCD may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates prior to substantial completion of all of the Work. Contractor shall notify Maintenance & Operations in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete.

PART 2 – PRODUCTS

2.01 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of standard, except where more rigid requirements are specified or are required by applicable codes.

2.02 PRODUCTS ORDERED IN ADVANCE

Not applicable.

2.03 CLPCCD FURNISHED PRODUCTS

For CLPCCD finished products as specified, if any, shall be indicated on construction documents.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

This section includes regulatory requirements applicable to Contract.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these specifications.
- B. Conform to referenced codes, laws, ordinances, rules and regulations, which are in effect on date of receipt of bids.

1.03 CODES

Codes, which apply to Contract, include, but are not limited to, the following:

- A. California Building Code (Part 2, Title 24, C.C.R.)
- B. California Electrical Code (Part 3, Title 24, C.C.R.)
- C. California Mechanical Code (Part 4, Title 24, C.C.R.)
- D. California Plumbing Code (Part 5, Title 24, C.C.R.),
- E. State Elevator Safety Regulations (Part 7, Title 24, C.C.R.)
- F. Uniform Building Code

1.04 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work to be done under Contract, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 1. Americans With Disabilities Act
 2. 29 CFR, Section 1910.1001, Asbestos
 3. 40 CFR, Subpart M, National Emission Standards for Asbestos
 4. Executive Order 11246
- B. Federal
- C. State of California
 1. California Code of Regulations, Titles 5, 8, 19, 21, 24
 2. California Education Code
 3. California Public Contract Code
 4. California Health and Safety Code
 5. California Government Code
 6. California Labor Code

7. California Civil Code
 8. California Code of Civil Procedure
 9. CPUC General Order 95, Rules for Overhead Electric Line Construction
 10. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
- D. State of California Agencies
- Bay Area Air Quality Management District (BAAQMD / www.baaqmd.gov)
- State and Consumer Services Agency
- Department of General Services
- Division of the State Architect Office of the State Fire Marshall Office of Public School Construction
- E. Local Agencies:
- City of Hayward, California (www.ci.hayward.ca.us)

1.06 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

REGULATORY REQUIREMENTS-HAZARDOUS WASTE

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes regulatory requirements applicable to Contract work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos containing materials, lead based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in these specifications. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, since Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
- B. Contractor's work shall conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of receipt of bids.

1.03 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work under Contract, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, those listed below.
- B. Federal:
 - 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C.. 6901 et seq.
 - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986,42 U.S. C" 9601 et seq.
 - c. Toxic Substances Control Act of 1976,15 U.S.C.. 2601 et seq.
 - d. Hazardous Materials Transportation Act of 1975, 49 U.S. C" 1801 et seq.
 - e. Clean Water Act, 33 U.S.C.. 1251 et seq.
 - f. Safe Drinking Water Act, 42 U.S. C.. 3001 et seq.
 - g. Clean Air Act, section 112, 42 U.S. C.. 7412
 - h. Occupational Safety and Health Act of 1970, 29 U.S.C.. 651 et seq.
 - i. Underground Storage Tank Law, 42 U.S. C.. 6991 et seq.
 - j. The Emergency Planning and Community Right to Know Act of 1986,42 U.S.C.. 11001 et seq. j.

2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts. 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 et seq.
 - c. 40 C.F.R. Part 761
 - d. 40 C.F.R. Parts 122-124
 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 CFR Part 1926.58, Construction Standards and 29 CFR 1910.1001 General Industry Standard
 - b. OSHA, 29 C. F. R. Part 1926.1101, Construction Standards for Asbestos
 - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
 - d. National Emission Standard for Hazardous Air Pollutants, Title 40 CFR Part 61
 - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
 4. Department of Transportation:
 - a. Title 49 C.F.R. 173.1090
 - b. Title 49 C.F.R.172
 - c. Title 49 C.F.R. 173
 - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
1. Statutory Law:
 - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Saf. Cod~ 25300 et seq.
 - b. Health and Safety Cod~ 25359.4
 - c. Hazardous Waste Control Law, Health & Safety Code. 25100 § seq.
 - d. Porter Cologne Water Quality Control Act, Cal. Water Cod~ 13000 et seq.
 - e. Health and Safety Cod~ 25915-25924
 - f. Cal. Labor Code Chapter 6, including, without limitation, . 6382, 6501.5-6501.9,6503.5, 9021.5, 9080
 - g. Cal. Bus. and Prof. Code, including without limitation, . 7058.5, 7065.01, 7118.5. Underground Storage of Hazardous Substance Act,
 - h. Cal. Health & Saf. Cod~ 25280 § seq.
 - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Cod~ 25299.10 et seq.
 - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Saf. Cod~ 25249.5 et seq. (Proposition 65)
 - k. Above Ground Petroleum Storage Act, Health and Safety Code. 25270 et seq.
 2. Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Chapter 6.95.

3. Administrative Code and Regulations:
 - a. 22 C.C.R.. 6600 et seq.
 - b. Title 22 C.C.R.. Standards for Management of Hazardous and Extremely Hazardous Waste
 - c. DTSC Treatment Standard for PCB Wastes, Title 22 C.C.R.,. 66268.110
 - d. Cal OSHA Worker Protection Standards, Title 8 C.C.R.. 1529, 5208
 - e. Title 8 C. C. R.. 1532.1, Lead in Construction
 - f. 22 C.C.R.. 66999(b)
 - g. Title 23 C.C.R.. 2610 et seq.
4. Local Agency Requirements:
 - a. Bay Area Air Quality Management District, Fugitive Dust Rules
 - b. Bay Area Air Quality Management District Regulation 11-2-303
 - c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-0S DWQ)
5. City Requirements:
 - a. Hayward Fire Department (www.haywardcal.us/fire_dept/fd.htm)
 - b. Ordinances

1.04 PERMITS

- A. Contractor shall comply with, implement or acknowledge effectiveness of all CLPCCD held permits, and initiate and cooperate in securing all required notifications or approvals therefore, including but not limited to permits affecting environmental work and the following:
 1. BAAQMD, Permit to Excavate or Treat Contaminated Soil;
 2. State Water Resources Control Board, General Construction Activity Stormwater Permit;
 3. Underground Storage Tank Closure Permits.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

REFERENCES AND DEFINITIONS

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes reference standards, abbreviations, symbols and definitions used in Contract Documents.
- B. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- C. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once to Inspector, with copies to Maintenance & Operations and Contractor shall not proceed with the Work affected thereby until consent to do so is given by the Maintenance & Operations.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the Contract Documents and:
 - 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - 2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of CLPCCD, Contractor, Maintenance & Operations, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to CLPCCD, Maintenance & Operations, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

1.03 STANDARDS

- A. ACI (American Concrete Institute)
Standard 318, Building Code Requirements for Reinforced Concrete
- B. AISC (American Institute of Steel Construction)
Specifications and Code of Standard Practice for Steel Buildings and Bridges
- C. ANSI (American National Standards Institute, formerly American Standards Association)
Standard C2, NESC (National Electrical Safety Code)
- D. ASTM (American Society for Testing and Materials)
 - 1. C31, Making and Curing Concrete Test Specimens in the Field
 - 2. C42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - 3. C143, Test Method for Slump of Portland Cement Concrete
- E. IAPMO (International Association of Plumbing and Mechanical Officials)

1.02 UMC (Uniform Mechanical Code) UPC (Uniform Plumbing Code)

The minimum building standards applicable to public schools are set forth in Parts 4 (California Mechanical Code) and 5 (California Plumbing Code)

- F. ICBO (International Conference of Building Officials)
 - 1. UBC (Uniform Building Code)
The minimum building standards applicable to public schools are set forth in Parts 2 (California Building Code), 3 (California Electrical Code), 4 (California Mechanical Code), 5 (California Plumbing Code) and 7 (State Elevator Safety Regulations)
 - 2. UBC Standard 26-8, Welding Reinforcing Steel, Sheet Metal inserts and Connections in Reinforced Concrete Construction
 - 3. UBC Standard 26-10, Concrete Tests
 - 4. UFC (Uniform Fire Code)
 - 5. UMC (Uniform Mechanical Code) UPC (Uniform Plumbing Code)
The minimum building standards applicable to public schools are set forth in Parts 4 (California Mechanical Code) and Parts 5 (California Plumbing Code)
- G. NEMA (National Electric Manufacturer's Association)
- H. NFPA (National Fire Protection Association)
 - 1. Pamphlet 1, Fire Prevention Code
 - 2. Pamphlet 13, Sprinkler Systems, Installation
 - 3. Pamphlet 24, Private Fire Service Mains
 - 4. Pamphlet 70, NEC (National Electric Code)
 - 5. Pamphlet 71, Signaling Systems, Central Station

- 6. Pamphlet 80, Fire Doors and Windows
- 7. Pamphlet 101, Life Safety Code
- I. UL (Underwriters' Laboratories, Inc.)

1.04 ABBREVIATIONS

A. Following abbreviations may be used in Contract Documents:

AAP	Affirmative Action Program
ACI	American Concrete Institute
ADA	American Disabled Act
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute (formerly American Standards Association)
ASI	Architect's Supplemental Instructions
ASTM	American Society for Testing and Materials
BIL	Basic Insulation Level
Cal/OSHA	California Occupational Safety and Health Administration
CCD	Construction Change Directive
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CO	Change Order
CPUC	California Public Utilities Commission
CPM	Critical Path Method
DSA	Division of State Architect
HVAC	Heating, Ventilating and Air Conditioning
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
I.D.	Identification
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
Kw	Kilowatt
LBE	Local Business Enterprise
MBE	Minority Business Enterprise
M/WBE	Minority and Woman-Owned Business Enterprise
ml	milliliter
mm	millimeter
NEC	National Electric Code
NEMA	National Electric Manufacturer's Association National Electrical Safety Code
NFPA	National Fire Protection Association
DSA	Division of State Architect (formerly known as the Office of the State Architect)
PM	Preventive Maintenance
PR	Proposal Request
RFI	Request for Information
RFS	Request for Substitution
SFM	State of California, Office of State Fire Marshal
SWPPP	Storm Water Pollution Prevention Plan
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc. UMC Uniform Mechanical Code

UPC	Uniform Plumbing Code
WOBE	Woman-Owned Business Enterprise
WMBE	Woman/Minority Business Enterprise

B. Additional abbreviations, used only on drawings, are listed thereon.

1.05 SYMBOLS

Symbols, used only on Drawings, are shown thereon.

1.06 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-bid Conference and Site Visit.

ADDITIVE BID: The sum to be added to the Base Bid if the change in scope of work as described in Additive Bid is accepted by CLPCCD.

AGREEMENT: Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between CLPCCD and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract.

ALTERNATE: Work added to or deducted from the Base Bid, if accepted by CLPCCD.

APPROVED EQUAL: Approved in writing by CLPCCD as being of equivalent quality, utility and appearance.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: One who submits a Bid.

CLPCCD: Chabot-Las Positas Community College District. Unless otherwise expressly indicated or required by the context of usage, the terms "District" and "Owner" as used in the Contract Documents shall be deemed references to CLPCCD.

CLPCCD-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by CLPCCD at its cost for installation by Contractor at its cost under this Contract.

CLPCCD REPRESENTATIVE(S): The person or persons assigned by CLPCCD to be CLPCCD's representatives or, if so designated, agent(s) at the site.

BY CLPCCD: Work that will be performed by CLPCCD or its agents at the CLPCCD's expense.

BY OTHERS: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by CLPCCD, other contractors, or other means.

CHANGE ORDER: A written instrument prepared by CLPCCD and signed by CLPCCD and Contractor, stating their agreement upon all of the following:

- a. a change in the Work,
- b. the amount of the adjustment in the Contract Sum, if any, and
- c. the amount of the adjustment in the Contract Time, if any.

CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.

CONTRACT CONDITIONS: Conditions of Contract define basic rights, responsibilities and relationships of Contractor and CLPCCD.

CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Contract Agreement, plus all changes, addenda and modifications thereto.

CONTRACT MODIFICATION: Either:

- a. a written amendment to Contract signed by Contractor and CLPCCD; or
- b. a Change Order; or
- c. a written directive for a minor change in the Work issued by CLPCCD.

CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by CLPCCD to Contractor for performance of the Work and the Contract Documents. (Also referred to as the CONTRACT PRICE.)

CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (i) to achieve completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.

CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means the Contractor or its authorized representative.

CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.

DAY: One calendar day, unless the word "day" is specifically modified to the contrary.

DEFECTIVE: An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by CLPCCD). Maintenance & Operations is the judge of whether Work is defective.

DRAWINGS: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

EQUAL: Equal in opinion of Maintenance & Operations. Burden of proof of equality is responsibility of Contractor.

EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

FINAL ACCEPTANCE or FINAL COMPLETION: All Work satisfactorily completed in accordance with Contract Documents. It includes, but is not limited to:

- a. All Systems having been tested and accepted as having met requirements of Contract Documents.
- b. All required instructions and training sessions having been given by Contractor.
- c. All as-built drawings and operations and maintenance manuals and Machine Inventory Sheets having been submitted by Contractor, reviewed by Maintenance & Operations and accepted by CLPCCD.
- d. All punch list work, as directed by CLPCCD, having been completed by Contractor.
- e. Generally all work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of CLPCCD.

FORCE-ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

FURNISH: Supply only, do not install.

INDICATED: Shown or noted on the Drawings.

INSTALL: Install or apply only, do not furnish.

LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.

MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

MODIFICATION: Same as Contract Modification.

NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.

NOTICE OF AWARD: A written notice given by CLPCCD to lowest responsive, responsible bidder advising that Bidder's bid and other qualifying information is acceptable to CLPCCD.

NOTICE TO PROCEED: A written notice given by CLPCCD to Contractor fixing the date on which the Contract Time will commence to run and on which contractor shall start to perform Contractor's obligations under the Contract Documents.

OFF SITE: Outside geographical location of the Project.

OWNER: Chabot Las Positas Community College District (CLPCCD).

PROJECT: Total construction of which Work performed under this Contract may be whole or part.

PROVIDE: Furnish and install.

REQUEST FOR INFORMATION (RFI): A document prepared by Contractor, or CLPCCD requesting information from one of the parties regarding the Project or Contract Documents. The RFI system is also a means for CLPCCD and Maintenance & Operations to submit Contract Document clarifications or supplements to Contractor.

RFI-REPLY: A document consisting of supplementary details, instructions or information issued by the Maintenance & Operations, which clarifies or supplements Contract Documents and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Times except as otherwise agreed in writing by CLPCCD. RFI-Replies will be issued through the RFI administrative system.

SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the work.

SHOWN: As indicated on Drawings.

SITE: The particular geographical location of Work performed pursuant to Contract, including staging areas, work areas, storage and lay down areas, access and parking.

SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

SPECIFIED: As written in Specifications.

SUBCONTRACTOR: A person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Maintenance & Operations, ordering alterations or modifications which do not result in change in Contract Sum or Contract Times, and do not substantially change Drawings or Specifications.

UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or

materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all is required by the Contract Documents. Wherever the word "work" is used, rather than the word "Work", it shall be understood to have its ordinary and customary meaning.

- A. Wherever words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that direction, requirements, or permission of CLPCCD or Maintenance & Operations is intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in judgment of CLPCCD or Maintenance & Operations. Words "approved", "acceptable", "satisfactory", "favorably reviewed" or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by CLPCCD or Maintenance & Operations.
- B. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory.

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

Not applicable.

END OF SECTION