

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

INVITATION FOR BID NO.: B21/22-10

**BOILER REMOVAL & REPLACEMENT,
CHABOT COLLEGE**

Bids Due:

Thursday April 21, 2022 at 2:00pm PST



**Return Bids to:
Marie Hampton, Manger
Purchasing and Warehouse Services
Chabot-Las Positas Community College
District Office
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568**

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NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	Bid No.: B21/22-10 Boiler Removal & Replacement, Chabot College
LATEST TIME/DATE FOR RFI'S SUBMITTALS	Tuesday April 8, 2022 at 2:00 pm PST
LATEST TIME/DATE FOR SUBMISSION OF BIDS PROPOSALS	Thursday April 21, 2022 at 2:00pm PST
LOCATION FOR SUBMISSION OF BID PROPOSALS	Chabot-Las Positas Community College District 7600 Dublin Blvd., Dublin, CA 94568 Attn: Marie Hampton, Purchasing and Warehouse Manager
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District Website at: http://www.clpccd.org/business/open.php

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as: **Bid No.: B21/22-10 Boiler Removal & Replacement, Chabot College**

1. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District's website as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

2. Bid and Contract Documents. The Bid and Contract Documents are available at the District's website at: <http://www.clpccd.org/business/open.php> under **Bid No.: B21/22-10 Boiler Removal & Replacement, Chabot College**

3. Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Non-Collusion Affidavit; (d) Certification of Pre-Bid Site Visit signed by District; (e) Statement of Bidder's Qualifications, completely filled out; and (f) Public Works Contractor Registration Certification Form. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

4. 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. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are filed at the District's Administrative Offices located at 7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568, and are available to any interested party upon request. Alternatively, prevailing wage rate classifications and determinations 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.

5. Contractor's License Classification. In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License C4. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract 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 to perform the Work.

6. Contract Time. The date(s) for completion of portions of the Work, if applicable, and for achieving Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to complete designated portions of the Work within the time(s) established in the Special Conditions and/or failure to achieve Substantial Completion of the Work within the Contract Time established in the Special Conditions shall subject the Contractor to assessment of Liquidated Damages as set forth in the Special Conditions.

7. Labor Compliance Program (AB 1506). The District has established a Labor Compliance Program ("LCP") pursuant to Labor Code §1771.5. The Contractor awarded the Contract for the Work shall comply with the LCP and provisions of the Contract Documents relating to implementation, compliance with, and enforcement of the LCP. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). 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.

9. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals for both dates. Bidders must attend a job walk for each campus.

10. Job-Walk. The District will conduct (1) one Mandatory Job Walk on **Friday, April 1, 2022 at 10:00AM** on the Chabot College campus, Maintenance & Operations Department - Bldg. 3000, 25555 Hesperian Blvd., Hayward, California, 94545. Campus maps are available at <http://www.chabotcollege.edu/>

11. Substitute Security. In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall submit its written request to the District to permit the substitution of securities for retention under California Public Contract Code §22300 prior to the submission of its first Application for Progress Payment. The failure of such Bidder to make such written request to the District prior to submission of its first Application for Progress Payment shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.

12. Waiver of Irregularities. 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.

13. Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible and responsive Bidder submitting the lowest priced Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest total priced Bid Proposal will be determined on the basis of the Base Bid Proposal (only) in accordance with the applicable provisions of the Instructions for Bidders.

**CHABOT-LAS POSITAS COMMUNITY COLLEGE
DISTRICT**

Publication Dates:

03/18/2022 and 03/25/2022

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Chabot-Las Positas Community College District, State of California, hereby calls for bids – **B21/22-10 Boiler Removal and Replacement at Chabot College Project.**

Bids are to be delivered to the Purchasing Manager, Department of Purchasing, 7600 Dublin Blvd., 3rd Floor, Dublin, California 94568 until **Thursday, April 21, 2021, by 2:00 P.M.** Faxed or emailed bids will not be accepted. Additionally, the CLPCCD District Office is not open for normal access/delivery therefore UPS, FedEx, and USPS deliveries are not regularly received

All bids shall be submitted in sealed envelopes clearly marked on the outside “B21/22-10 Boiler Removal and Replacement at Chabot College Project”.

To arrange for bid delivery before call Michael McClung, Bond Buyer, at 925-485-5205 to schedule a time during business hours to meet at the CLPCCD District Office. On **Thursday, April 21, 2021** the Bond Buyer will be on site from 8:00AM until 2:00PM to receive bids, but you will need to call 925-485-5205 on arrival to deliver the bid. Please plan for time accordingly.

Bids delivered by USPS, Fed Ex, or UPS are not guaranteed to be received by the Bond Buyer prior to submittal cut time. It is the bidder's responsibility to ensure delivery to Mr. McClung prior to 2:00PM Bid submission time on **Thursday, April 21, 2021, by 2:00 P.M.**

Bid opening will be conducted on Thursday, April 21, 2021 at 2:30PM, via Zoom. Please be aware of the 30-minute break to allow the District Purchasing Team to prepare for the broadcast.

Details for the Zoom Bid Opening Broadcast:

Topic: B21/22-10 Boiler Removal and Replacement at Chabot College Project Bid Opening Time: Apr 21, 2022 02:30 PM Pacific Time (US and Canada)

Join from PC, Mac, Linux, iOS or Android: <https://cccconfer.zoom.us/j/99680378376>

Or iPhone one-tap (US Toll): +16699006833,99680378376# or +12532158782,99680378376#

Or Telephone:

Dial:

+1 669 900 6833 (US Toll)

+1 253 215 8782 (US Toll)

+1 346 248 7799 (US Toll)

+1 301 715 8592 (US Toll)

+1 312 626 6799 (US Toll)

+1 646 876 9923 (US Toll)

Meeting ID: 996 8037 8376

International numbers available: <https://cccconfer.zoom.us/u/ajlyjz6IO>

Or an H.323/SIP room system:

H.323: 162.255.37.11 (US West) or 162.255.36.11 (US East)

Meeting ID: 996 8037 8376

SIP: 99680378376@zoomcrc.com

Or Skype for Business (Lync):

SIP:99680378376@lync.zoom.us

There will be a Mandatory, Pre-Bid Conference and Job Walk, Friday, April 1, 2022 at 10:00AM Chabot College, Facilities Management Office, Adjacent to building 3000, 25555 Hesperian Blvd, Hayward California 94545. Bidders must attend the full Mandatory Job Walk. Bidders must sign in by 10:00AM and be in attendance by 10:00AM. Anyone late will not be allowed to bid. Bidders must attend the Campus Site Walk to be eligible to participate in the bid. The Campus map is available at <http://www.chabotcollege.edu/about/docs/maps/campus-map.pdf>.

Bid Documents will be available by **Monday, March 21, 2022**, at the Purchasing website at <http://www.clpccd.org/business/open.php> (Adobe Reader is required for downloading document).

Inquiries regarding this bid should be directed to the Purchasing Department, Marie Hampton, Purchasing Manager, e-mail at mhampton@clpccd.org . Reference Bid No. **B21/22-10 Boiler Removal and Replacement at Chabot College Project** on all inquiries.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

The Board of Trustees reserves the right to reject any and all bids and any and all items of such bids. This bid shall also be subject to any and all applicable laws, regulations and standards. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For more information, please refer to the Purchasing Website at <http://www.clpccd.org/business/open.php>

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For more information, please refer to the Purchasing Website at <http://www.clpccd.org/business/open.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 **No.: B21/22-10, BOILER REMOVAL & REPLACEMENT, 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) Non-Collusion Affidavit; and (d) Certification of

Pre-Bid Site Visit; and (e) Public Works Contractor Registration Certification Form. 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. **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.

5.4. **Public Works Contractor Registration Certificate.** Pursuant to California Senate Bill 854, the qualified Contractor shall be registered with the California's Department of Industrial Relations (DIR) and its subcontractors who intend to bid or perform work on any public works project, as defined under Labor Code Section 1720. The qualified Contractor shall sign and deliver to the District the form of Public Works Contractor Registration Certification included with the Contract Documents.

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/dirdatabases.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. **Contractor's License Classification.** Bidders must possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded: Contractor license C4. 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 conduct a Mandatory Job-Walk for the Work described as Informal Bid No.B21/22-11, BOILER REMOVAL & REPLACEMENT, 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.
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. **Labor and Material Contract.** The Contract which the successful Bidder, as Contractor, will be required to execute and furnished is 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.
 - 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.

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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 _____, 20__ 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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CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees
Chabot-Las Positas Community College District
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568

RE: Bid No.: B21/22-10, Boiler Removal & Replacement, Chabot College

In connection with submitting a Bid Proposal for the Work described as **Bid No.: B21/22-10, Boiler Removal & Replacement, Chabot College**, I visited the Site of the Work on **March 31, 2022**

On behalf of _____ Bidder Name
to inspect the Site of the proposed work, which will be turned over to the Bidder, if awarded the Contract, in its present condition, with a representative of the Chabot-Las Positas Community College District, in order to acquaint the Bidder with the proposed Work so that the Bidder fully understands the facilities, difficulties, and restrictions attendant to execution and completion of the Work.

I have also reviewed on behalf of the Bidder, the Contract Documents, site conditions and Bid Documents with the representatives of Chabot-Las Positas Community College District.

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder's Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness.

Name of Bidder

Authorized Signatory

Address

Phone Number

Date

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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 **Bid No.: B21/22-10, Boiler Removal & Replacement, 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, attorney's fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ 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)

(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)

(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.	Base Bid Amount	\$
2.	Owner’s Non-specified Allowance	\$50,000.00
3.	Total Bid Proposal Amount (Line 1 plus Lines 2)	\$

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: Informal Bid No.B21/22-10, BOILER REMOVAL & REPLACEMENT, CHABOT COLLEGE for the sum of:

_____ Dollar
s (\$_____).

(Line 3 of Table above) 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. The Bidder confirms that the bid proposal includes the Owner’s Non-Specified Allowance in the amount of **Fifty Thousand Dollars and no cents (\$50,000.00)**.

1.2 Owner’s Non-specified Allowance. Bidder shall include in Bid Proposal the stipulated sum of **Fifty Thousand Dollars and no cents. (\$50,000.00)** for unspecified work to be performed ONLY at the determination and direction of the District. Work performed at the determination and direction of the District under this Allowance shall be documented by Contractor and submitted to Construction Manager per the requirements specified in Article 9 of the General Conditions. Contractor shall include a separate line item in Contractor’s Schedule of Values as “Allowance” with the value of Ten Thousand Dollars (\$10,000.00). At closeout of Contract, any funds remaining in the Allowance shall be credited to Owner through a Change Order.

1.3 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.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal and the following: (a) Bid Security; (b) Subcontractors List; (c) Non-Collusion Affidavit; (d) Certification of Pre-Bid Site Visit; and (e) Public Works Contractor Registration Certification Form. 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 Materials 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.

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name)

Title: _____

SAMPLE ONLY CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into this _____ day of _____, 20 by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT **Bid No.: B21/22-10 Boiler Removal & Replacement, 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 _____ Dollars (*TBD*) ("the Contract Price"), the Contractor shall perform and complete the Work generally described as Informal Bid No. B21/22-10 BOILER REMOVAL & REPLACEMENT, CHABOT COLLEGE, which includes the switchgear replacement at Chabot College.

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 no later than 120 days from the issued Notice to Proceed**.

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 Contractor coverages:

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. 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 Labor and Materials Contract Documents consist of:

Terms and Conditions of Contract	Change Order Form
Non-Collusion Affidavit	Asbestos and Other Hazardous Materials Certification
Bid Proposal	Debris Recycling Statement
Drug-Free Workplace Certification	Guarantee
Certificate of Worker's Comp Insurance	Public Works Contractor Registration Certification
Performance Bond	
Labor and Materials Payment Bond	

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:

By:

Vice Chancellor, Business Services

Title:

Sample Contract

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 to 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 **Fifteen percent (15%)** 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. **Performance and Payment Bonds.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Performance Bond and a Labor and Materials Payment Bond. Bonds are 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 be permitted 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. Each Subcontractor shall maintain annual compliance with Senate Bill 854 and Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract.

- 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-five percent (95%) 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, attorney's 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 preceding.
- 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.

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 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 **Bid No.: B21/22-10 Boiler Removal & Replacement, 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 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 Obligee 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 Obligee 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 Obligee's rights hereunder; Surety hereby waives notice from the Obligee 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 Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within thirty (30) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee 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 Obligee, 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 _____, 20__ 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)

(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)

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 **Bid No.: B21/22-10 Boiler Removal & Replacement, 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 _____, 20__ 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)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: Bid No.: B21/22-10 Boiler Removal & Replacement, 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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Sample Contract

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 _____, 20____
(City and State)

(Signature)

(Handwritten or Typed Name)

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Sample Contract

**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, CONSULTANT, 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: . . . / /

<p>CONSULTANT</p> <p>_____</p> <p>By: _____</p> <p>Date: _____</p>	<p>CONTRACTOR</p> <p>_____</p> <p>By: _____</p> <p>Date: _____</p>	<p>OWNER</p> <p>Chabot-Las Positas Community College District 7600 Dublin Blvd., 3rd Floor Dublin, CA 94568</p> <p>By: _____</p> <p>Date: _____</p>
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Sample Contract

**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 **Bid No.: B21/22-10 Boiler Removal & Replacement, 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 _____, 20____ at _____.

Name of Contractor (Print or Type)

By: _____ Signature

Print Name

Title

Subscribed and sworn before me
this _____ day of _____, 20____

Notary Public in and for the State of California

My Commission Expires:

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Sample Contract

Chabot – Las Positas Community College District
Construction & Demolition
DEBRIS RECYCLING STATEMENT
(Attachment C to Contract)

Project Name / Location: _____			
_____ Demolition		_____ Construction	
Contractor Name: _____			
Contact Name: _____		Phone: _____	Fax: _____
Anticipated Start Date: _____		Anticipated Completion Date: _____	
Statement Date: _____			
For the period between: _____ / _____ and _____ / _____			
Month	Year	Month	Year

Please indicate estimated quantities by matter, the proposed processing method and the vendor selected. Weight tag required as verification.

Material	Estimated Amount (Tons or Yards)			Vendor or Facility Selected
	Recycled	Salvaged	Landfilled	
Asphalt				
Concrete				
Brick/Masonry Tile				
Corrugated Cardboard				
Dirt/Clean Full				
Drywall				
Padding – Carpet Foam				
Building Materials (doors, windows, cabinets, fixtures)				
Scrap Metals				
Mixed Recyclable Debris Other				
Un-painted wood/Pallets				
Green Waste/Yard Waste				
Garbage – Painted Wood-Trash				

If no materials are targeted for recycling, reuse or salvage, please state why: _____

The undersigned certifies that she/he is authorized to execute this Debris Recycling Statement on behalf of the above-identified Contractor. The undersigned further certifies that she/he has personal knowledge of the foregoing, or has made reasonable inquiry to ascertain, that the foregoing is true, complete and correct.

Submitted by: _____ Date: _____

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Sample Contract

GUARANTEE

(Attachment D to Contract)

DISTRICT : **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**
PROJECT: **Bid No.: B21/22-10 Boiler Removal & Replacement, Chabot College**

Contractor Name: _____

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: _____

By: _____
(Signature)

(Typewritten or handwritten name)

(Title)

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Sample Contract

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

(Attachment E to Contract)

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 Senate Bill (SB) 854, the Public Works Contractor Registration Program.
2. I am authorized to certify, and do certify, on behalf of Contractor that an annual registration fee has been paid and I am registered as eligible to bid and work on public works projects by doing all of the following:
 - A. Must have workers' compensation coverage for any employees and only use subcontractors who are glistered public works contractors;
 - B. Must have Contractors State License Board license, if applicable to trade;
 - C. Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency;
 - D. Must not be under federal or state debarment;
 - E. Must not be in prior violation of this registration requirement once it becomes effective on April 1, 2015.
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 the Department of Industrial Relations (DIR), 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 Public Works Contractor Registration Certification Law of California Senate Bill 854, Contractor may be subject to debarment in accordance with the provisions of California Labor Code §§1720, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Senate Bill 854 and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Public Works Contractor Registration Program.

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
(City and State)

_____, 20____

(Signature)

(Handwritten or Typed Name)

Department of Industrial Relations Registration #



Chabot-Las Positas Community College District

7600 Dublin Blvd. 3rd Floor, Dublin CA 94568

Date: December 7, 2021

Chabot-Las Positas Community College District (“District”) Notice Related to Professional Services Agreement

Where any District Consultant and its services professionals, employees or agents (“Consultant”) will be physically present on any District site, all such Consultants shall comply with all Center for Disease Control, State of California, Alameda County and District requirements related to COVID-19 and other communicable diseases. District Board Policy 7330 regarding Communicable Disease requires that all visitors to District campuses and sites must comply with all Cal/OSHA safety guidelines and other District policies and procedures, as well as any other District COVID-19 health and safety protocols in effect. Such health and safety protocols including requiring vaccinations of all employees providing services inside District owned/operated facilities as required by Board Policy 7330. Mask/Face Coverings are required at all times while inside District facilities, unless otherwise directed.

Please also take notice that, pursuant to Consultant’s Agreement with the District, Consultant “shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.” *(Exhibit C, General Provisions for Professional Services Agreement, Professional Services Agreement.)*

This shall constitute sufficient notice of the applicable regulations and requirements set forth in District Board Policy 7330 and shall further act as a notice of compliance to all Consultants. The District requires compliance no later than January 3, 2022 and will proceed to enforce all of its rights and remedies as a result of any non-compliance herein as of January 18, 2022.

Please direct any and all questions related to this notice to the Vice Chancellor of Facilities, Bond Program and Operations, Owen Letcher

Scope of Work:

The intent of these specifications is to outline the labor and materials needed to remove the existing AJAX Boiler model WHFG-10500, installed on 9/2008, and to install three (3) Riello Array Condensing Hydronic Boiler AR 4000 new high efficiency boiler system to sufficiently meet the heating requirements for the campus.

System Requirements

The replacement boiler and piping shall be configured to allow connection to the existing heating loop with control through the existing Alerton's Compass Energy Management Software.

Required Work

The tasks must be performed to replace the boiler include, but are not limited to:

- Remove AJAX boiler and all associated gas, water, electricity, and control piping.
 - Alternate bid if boiler contains radioactive materials that requires special removal
- Blank off gas feed to the AJAX boiler at flange and reconfigure gas piping to serve the new boilers
- Install the Riello boilers adjacent to the existing Riello boilers, following all manufacturer's guidelines.
- Install electrical power to new boilers (mimic existing layout)
- Connect EMS to new boilers (mimic existing layout) to meet district needs/standards
- Install S/S exhaust complete from new boilers through roof
- Install isolation valves and any safeties as required
- Insulate all hot water piping and label as to direction of flow and content (heating hot water)
- Commission system and configure EMS control circuitry complete
 - Alternate bid to modify existing EMS for full boiler control
- Calibrate and/or program any necessary components
- Test all safety devices
- Clean up of project site