



Peralta Community College District

INVITATION FOR BID

Bid No.: 16-17/01

COA Veterans Center Phase 2: Door and Hardware Upgrades

The Peralta Community College District, Oakland, California, through the Office of Purchasing Department, is hereby requesting sealed bids for the above mentioned work.

The successful bidder (Contractor) will be required to furnish all labor, material, equipment, and supplies to complete the work. The Contractor must also pay all applicable taxes and provide required insurance, permits and bonding.

General Bid Information

Bid Description	COA Veterans Center Phase 2: Door and Hardware Upgrades
Bid Type	Public Works (Prevailing Wage and Project Labor Agreement)
Bid Number	16-17/01
Project Number	Measure A 2438
Bid Issued	July 29, 2016
Department	Capital Projects
Project Duration	120 days This project is to be completed within the above number of calendar days from the date that the District issues a Notice to Proceed.
Liquidated Damages	\$100 per day The Contractor agrees to pay the District the above amount per calendar day in the event that the Contractor fails to complete the Contract within the Project Duration indicated above.
Scheduled Publication Dates	7/29/16 and 8/5/16
Site Visit Date	8/11/06, 10:00am
Site Visit Location	Conference Room A149, College of Alameda, 555 Ralph Appezato Memorial Parkway, Alameda, CA 94501
Bid Due Date	August 29, 2016 at 2:00 p.m. Bids are opened at the bid submittal address 15 minutes after they are due. See "Instructions for Submitting Bids" later in this document.

Instructions for Submitting Bids

Submittal Address	Peralta Community College District Purchasing Department Attn: Seraphine Nzomo 501 5 th Avenue Oakland, CA 94606 (510) 466-7255
Submittal Copies	One (1) Original, One (1) copy
Submittal Envelope Requirements	Bids must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none"> • Bid Number • Name of Your Company • Address • Phone Number
Late Submittals	Bids received after the time and date stated above shall be returned unopened to the vendor.

Questions about the Bid or Requests for Information

Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

Primary Contact	Seraphine Nzomo, District Buyer Email: snzomo@peralta.edu
Question/RFI Due Date	August 17, 2016 at 2:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	August 23, 2016 All pertinent questions will be responded to via addendum faxed or emailed to all prospective bidders, and or posted at the District's website. Bidders who did not receive a copy of the addendum should download it from the District's website. See "How to Obtain Bid Documents" section for our web address. All addendums must be acknowledged on the bid form.

How to Obtain Bid Documents

Bid documents may be obtained from the location(s) indicated in the table below:

Available	Location
No	Peralta Community College District Purchasing Department 501 5 th Avenue Oakland, CA 94606 Monday through Friday 9:00 AM to 4:00 PM (510) 466-7225
Yes (available for downloading) Note: Drawings are not scalable/ full size.	Website: www.peralta.edu Under "Quick Links", click "Business Opportunities" to download the Proposal packet.

Full Opportunity

The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

Peralta Community College District reserves the right to reject any or all Proposals, to waive any irregularities or informalities not affected by law, to evaluate the Proposals submitted and to award the contract according to the Proposal which best serves the interests of Peralta Community College District.

Marie Hampton
Director of Purchasing

Attachments

Title		Must Be Returned with Bid
1	Instruction to Bidders	No
2	Prevailing Wage Determination and Project Labor Agreement	Letter of Assent required after Award
3	Bid Form	Yes
4	Subcontractor List Form	Yes
5	Bid Bond	Yes, or a Check
6	Non-Collusion Affidavit	Yes
7	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	No
8	SLBE/SELBE Self Certification Affidavit	Yes, if claiming preference
9	Vendor's Questionnaire And Certificate By Compliance	Yes
10	Environmentally Sustainable Procurement	Yes
11	Certificate Regarding Workers' Compensation	Yes
12	Statement of Equal Employment Opportunity	Yes
13	Performance Bond	Required after Award
14	Payment Bond	Required after Award
15	Contract	Required after Award
16	Bid Protest Procedures	No
17	PCCD Construction Debris Reporting Requirements	Required after Award
18	Construction Protocol Procedures	Yes
19	Final Cleaning Requirements	Yes
20	Post Bid Interview	Required after selection of Bidder

Enclosures

Title
General Conditions (79 pages)
Construction Project Labor Agreement (Dated July 21, 2009, 39 pages)
Scope of Work (2 pages)
Existing Conditions (18 May 2016, one page)
Project Drawings (none)



Peralta Community College District

INSTRUCTIONS TO BIDDERS

Bid Proposals:

No bid proposals shall receive consideration by the Peralta Community College District (hereinafter "District") unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Bid proposals must be sealed and filed at the office of the Director of Purchasing located at 501 5th Avenue, Oakland, California, 94606 no later than the time specified in the invitation. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated shall not be opened and shall be returned, sealed, to the bidder.

2. Bidders Conference. A bidders site visit will be held on the date specified in the invitation, for the purpose of acquainting all prospective bidders with the bid documents. It is imperative that all prospective bidders attend this conference. Following this meeting, a site review will be conducted to acquaint bidders with the project.

3. Requests for Information. Any questions relative to the bid should be in writing and directed to the **District Buyer, snzomo@peralta.edu** or at the address specified for receipt of bid proposals.

4. Bid Proposal Forms. Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

5. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder with his or her authorized signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's California contractor's license number and expiration date.

6. Bid Security. Bid proposals should be accompanied by a cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The cashier's check or bid bond shall be made payable to the order of the District. If the bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District. The cashier's check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in the case of refusal or failure to enter into the contract within ten (10) calendar days after notification of the award of the contract, the District shall have the right to award to another bidder. If the bidder fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of forty-five (45) calendar days after the opening of bids.

8. Addenda or Bulletins. Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the Contract Documents. No addendum will be issued on such requests received later than three (3) calendar days before the scheduled opening of bids.

9. Award of Contract. The District reserves the right to reject any and all bid proposals to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

10. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in the Contract Documents. All required bonds shall be calculated on the maximum total purchase price. A bidder's failure to submit the bonds requested shall result in rejection of the bid proposal.

11. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and the right to accept or reject any and all bids, or to accept or reject any portion or combination thereof, or award on the basis of the total bid, when to do so is in its own best interest. The Contract will be awarded within forty-five (45) calendar days after opening of Bids to the lowest responsible Bidder complying with the requirements of the Contract Documents, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible Bidder.

12. Execution of Contract. The successful bidder shall, within ten (10) calendar days of notice of award of the contract, sign and deliver to the District, without exception, the executed District contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that the contract has been awarded to the bidder, or fails to provide the required bonds and certificates, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and, at its sole discretion, call for new bids.

13. Drawings and Specifications. Each bidder shall be required to return to the District all drawings and specifications in an unmutated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of District.

14. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization and workforce available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Taxes. Taxes shall be included in the bid prices.

16. Bid Exceptions. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid.

17. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

18. Quantities. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

19. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

20. Samples. On request, samples of the products being bid shall be furnished to the District at no cost to the District.

21. Special Brand Names. In describing any item, the use of a manufacturer or special brand, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. If a bidder is requesting substitution of "an equal" item, the make and grade of the article on which the bid is submitted must be stated in the bid proposal and illustrations and catalogue information submitted. The District reserves the right to make all decisions on product and vendor selection.

22. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed in ensure safe transportation to point of delivery.

23. Bid Negotiations. A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific term.

24. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, California Labor Code Sections 1771, 1778 and 1779.

25. Governing Law and Venue. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County, California.

26. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114, inclusive, every bidder shall, on the enclosed form set forth:

(a) The name, location of the place of business, and all information required on the Subcontractor List for each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.

(b) The portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the District, and in compliance with Public Contract Code Sections 4100 - 4114, either:

(1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid;

(2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or

(3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor.

27. Examination of Contract Documents and Work Site. Before submitting a bid proposal, bidders shall examine the contract, the drawings, the specifications and other Contract Documents. Bidders shall visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no bidder shall visit the site without prior authorization. All bidders are requested to contact the Project Manager, Sharon Millman at smillman@peralta.edu for coordination of site visits. Submission of a bid proposal constitutes acceptance of the terms of this provision.

28. Form of Contract. The bidder selected by the District will be required to execute, without exception, a contract included in the bidding package. The contract and other documents are subject to the approval of the District and its legal counsel.

29. Licenses. Each bidder, and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the District's satisfaction may result in rejection of the bid.

30. Denial of Right to Bid. Contractors or subcontractors who have violated state law governing public works shall be denied the right to bid on this public work contract as set forth in California Labor Code Section 1777.7.

31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from making a prime proposal.

32. Contractors State License Board. 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 26000, Sacramento, California 95826.

33. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation [see bid proposal form] as being used for the purpose of determining the lowest bid price.

(c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items, depending upon available funds as identified in the solicitation.

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.



Peralta Community College District

Prevailing Wage Determination

The Governing Board has obtained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are Internet accessible at http://www.dir.ca.gov/DLSR/statistics_research.html or shall be made available at the District's Purchasing office to any interested party upon request during regular business hours. For this bid, wage determination 2010-1 shall be used.

The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the contract. It is the contractor's responsibility to determine any rate change, which may have or will occur during the intervening period between each issuance of published rates by the Director of Industrial Relations.

Project Labor Agreement

The Peralta Community College District has entered into a Project Labor Agreement (PLA) for all of its Public Works construction projects, which requires that the successful General Contractor, and its field Subcontractors to sign the applicable Letter of Assent (LOA). The complete text including the terms and conditions, and the LOA, are included in the bid package for review by all Contractors bidding on this project. Contractors contemplating bidding on this project are strongly encouraged to review the complete PLA documents, but should at minimum be aware of the following:

- No work stoppages, strikes, sympathy strikes, slowdowns or lockouts are allowed during the execution of the work.
- There are provisions for alternative dispute resolution, depending on affected crafts.
- Based on a formula and certain basic requirements, a Contractor may use up to five (5) "core" workers, but all workers must be dispatched through the applicable union halls.
- There are goals for the utilization of local workers, utilizing the normal hiring hall procedures for dispatch.

A Contractor is not required to become signatory to a union to work on a project covered by the PLA, but is required to sign a Letter of Assent (LOA) agreeing to work under the terms of the PLA, on a project by project basis. Workers are not required to join a union but must be dispatched through a union hiring hall and must pay union initiation fees and dues when working on a project covered by the PLA.

Please direct all PLA questions to the Primary Contact listed in the "Questions about the Bid or Requests for Information" section of the Invitation For Bid, and the Primary Contact will forward your question to the PLA Program Manager, to be answered via formal Addendum for this bid.



Peralta Community College District

BID FORM (Page 1 of 2)

Bid No.: 16-17/01 COA Veterans Center Phase 2 Door and Hardware Upgrades

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation for Bid, the General Conditions and Instructions to Bidders, the Peralta Community College District (District) Contract, the Specifications and all of the contract documents for this project, and accurately completed the Vendor's Questionnaire, proposes to perform the contract, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, permit, bonding, transportation and services required for the construction of the project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified for the lump sum price of (including all taxes):

Total Bid Price

Written amount prevails if any discrepancy exists.

BASE BID AMOUNT	\$	_____	(Numeric amount)
		_____	(Written amount)
Alternate #1 (deductive)	\$	_____	(Numeric amount)
Delete vision panels for office doors		_____	(Written amount)
Alternate #2 (deductive)	\$	_____	(Numeric amount)
Delete replacement of exterior entry doors.		_____	(Written amount)

Agreement Terms

1. If awarded the contract, the undersigned hereby agrees to sign said contract and furnish the necessary Payment Bond, Performance Bond, and Certificates of Insurance within 10 calendar days after the Notice of the Award of this contract and agrees to commence construction within 10 calendar days after the Notice to Proceed is issued by the District.
2. The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

3. Peralta Community College District reserves the right to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of the District.
4. All pages of this Bid Form must be completed and signed in ink. The bid will be awarded to the lowest responsive, responsible bidder.

Contractor Name: _____ Initials: _____

BID FORM (Page 2 of 2)

Bid No.: 16-17/01 COA Veterans Center Phase 2 Door and Hardware Upgrades

Bid Bond

Each bid shall be accompanied by a cashier's check payable to the Peralta Community College District, or a bidder's bond executed by an admitted surety insurer, licensed to do business in the State of California as a surety, made payable to the Peralta Community College District in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded shall execute the contract documents and shall provide the required payment and performance bonds as specified therein within ten (10) days after the notification of the award of the contract.

Amount – Bidders **must** enclose an amount of not less than 10 percent of the entire bid as **either**:

_____ Cashier's Check: Check Number: _____

Issuing Bank: _____

Amount: \$ _____

_____ Bidder's Bond: Surety Company: _____

Addendum Acknowledgement

The following addendum(s) are acknowledged in this bid: _____

Bidder Information and Signature

Contractor Name: _____ Title: _____

Contact Person (print name): _____

Address: _____

Telephone: _____ Fax: _____

Contractor License #: _____ Expiration Date: _____

Authorized Signature: _____ Date: _____



Peralta Community College District

SUBCONTRACTOR LIST FORM

Bid No.: 16-17/01 COA Veterans Center: Phase 2 Door and Hardware Upgrades

No Subcontractors

_____ Check here and skip to the "Signature" section if you have no subcontractors who will perform contract work in an amount in excess of 1/2 of 1 percent of the total contract price.

Subcontractors

In accordance with the provisions of Public Contract Code section 4104, each bidder shall list below the name and location of place of business for each sub-contractor who will perform a portion of the contract work in an amount in excess of 1/2 of 1 percent of the total contract price. In each such instance, the nature of the work to be sublet shall be described. **All columns must be completed.**

Subcontractor and Location	Type of Work or Trade Classification	Amount	License No.	Type of Business* (check one)		
				SLBE	SELBE	Other
1.						
2.						
3.						
4.						
5.						
6.						

*See the "Small Local Business Enterprise (SLBE)/Small Emerging Local Business Enterprise Program (SELBE)" document in this bid package for definitions and requirements.

Signature

Contractor Name: _____ Title: _____

Authorized Signature: _____ Date: _____



Peralta Community College District

BID BOND

Know all men by these presents, that we _____ as principal, and _____, as surety are firmly bound unto the Peralta Community College District (hereinafter "District"), in the penal sum of **TEN PERCENT (10%) of the Total Amount of the Bid** of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum 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, firmly by the presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, for _____

Now, therefore, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified within sixty (60) calendar days after said opening; and if the Principal is awarded the contract and shall within the period specified thereafter, or, if no period be specified, within five (5) calendar days after the prescribed forms are presented to him or her for signature, enter into a written contract with DISTRICT, in accordance with the bid as accepted or fail to give bond 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 work of installation under the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay DISTRICT the difference between the amount specified in said bid and the amount for which DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligation 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 or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

In witness whereof the above-bounded Parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

Attach Attorney-In-Fact
Certificate

By _____

Title _____

(To be signed by Principal and Surety and Acknowledgment And Notary Seal to be Attached.)



Peralta Community College District

NON-COLLUSION AFFIDAVIT

(To be executed by bidder and submitted with bid)

Bid No.: 16-17-01 COA Veterans Center Phase 2: Door and Hardware Upgrades

State of California, County of _____

(Name) _____, being first duly sworn, deposes and says that he or she is (title) _____ of (company) _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: _____ Signature: _____



Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed \$50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District's Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed \$50,000.00 for any bid. (See below Subcontractors section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is **not** Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District's definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.
2. The Subcontractors must provide a Commercially Useful Function.
3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
 - a. A written statement from the subcontractor agreeing to the substitution.
 - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
 - c. When the subcontractor becomes insolvent.
 - d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.



Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District's definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District's market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed \$50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District's Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

Certification Status	Preference	Preference Claimed (check only one)
SLBE	5% of lowest bid	
SELBE	5% of lowest bid	
25% of Subcontractors are SLBE/SELBE	4% of lowest bid	
Not Applicable	None	

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
 - a) Refusal to certify the award of a contract
 - b) Suspension of a contract
 - c) Withholding of funds
 - d) Revision of a contract for material breach of contract
 - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: _____ Bid Name: _____

Signed

Date

Printed or typed name

Title

Name of Company

Telephone

Fax



Peralta Community College District

VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

Date _____

Firm Name _____ Telephone _____

Business Fax _____ Email Address _____ Website _____

Street Address _____ City/State _____ Zip Code+ 4® _____

Mailing Address _____ City/State _____ Zip Code + 4® _____

Type of Organization (Check one) Individual Partnership Corporation

Name of Owner(s) _____ State of Incorporation (if applicable) _____

Name of Partners _____ (I) Indicate (G) General (L) Limited _____

Local Address _____

Amount of Annual Business _____

The District is identifying vendor ownership as follows:

	Asian-American (Chinese, Japanese, Korean, Vietnamese)	Black or African- American	Filipino	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

The District is identifying vendor workforce as follows:

	Asian- American (Chinese, Japanese, Korean, Vietnamese)	Black or African- American	Filipino	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

--

Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

--

What are you interested in providing the District? (e.g., construction, consulting, goods or services).

--

Main Headquarters Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
--	------------------------

Total # of Employees _____

Local Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
--	--------------------

Total # of Employees _____

Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract (Please use the Zip+4®) Use separate sheet as necessary	1. 2. 3. 4. 5. 6.
--	----------------------------------



Peralta Community College District

ENVIRONMENTALLY SUSTAINABLE PROCUREMENT--CONSTRUCTION

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of products with high recycled content, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

For Operation and Construction services the District is committed to:

- Utilizing LEED (Leadership in Energy and Environmental Design) or equivalent certification criteria as follows:
 - All new building projects shall qualify for *at least* LEED NC Silver certification and shall strive for higher levels of certification, especially where overall long-term building operations, student learning, and worker productivity savings can be realized through doing so.
 - All renovation projects over 10,000 square feet shall meet basic "LEED Existing Building" certification standards.
- Maximizing energy efficiency throughout the District, in particular, heating, cooling, lighting, information technology, mechanical, and water systems. It is the goal of the District to reduce dramatically our energy consumption for existing buildings and for all new buildings to exceed the State of California Building Code Title 24 energy efficiency requirements *by no less than* 35%.
- Reduction of water consumption for all uses, including for irrigation and domestic purposes.
- Waste source reduction and the re-use of materials. The District encourages all contractors to re-use and recycle as much construction and demolition debris as possible, and only when it is not feasible to do so, dispose of it in a landfill. All contractors must adhere to the District's Construction Debris Reporting Requirements.
- Sustainable landscaping and grounds design, construction and maintenance practices which promote integrated pest management and use of drought tolerant, fire safe, and native vegetation types.

All public work projects must adhere to the District Environmental Sustainability Policy 2.40. The formal policy is available for download at www.peralta.edu; click on the District Services Center tab and then Purchasing to view the environmentally sustainable purchasing policy.

Signature

I acknowledge and agree to adhere to the District's Environmental Sustainability policy.

Contractor Name: _____ Title: _____

Authorized Signature: _____ Date: _____



Peralta Community College District

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Contractor

By: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)



Peralta Community College District

Statement of Equal Employment Opportunity

I hereby certify that _____
(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor's questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

- a. Actual racial, gender and residential workforce composition of your company for the contract work.
- b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
- c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _____
Date

Print Name



Peralta Community College District

PERFORMANCE BOND

Know all men by these presents, that

WHEREAS, Peralta Community College District (hereinafter DISTRICT), at a regular Business Meeting on _____, have awarded to _____, hereinafter designated as the Principal, a contract for _____

and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal and

_____, as Surety, are held and firmly bound unto the Peralta Community College District, hereinafter called the DISTRICT, in the penal sum of

_____ DOLLARS (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of the obligation is such, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless DISTRICT, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the specifications accompanying the same shall in any wise affect its obligations on this bond, it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

Surety further agrees that death of the Contractor shall not relieve the surety of its obligations hereunder.

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20____.

(To be signed by
Principal and Surety
and acknowledgment
and notary seal to
be attached.)

Principal

By _____

Title _____

Surety

By _____

Title _____

The above bond is accepted and approved this _____ day of
_____, 20__.

By: _____
Authorized District Signature

Required attachment: County Clerk's Certificate pursuant to CCP section 995.640 or confirming information from Department of Insurance website within seven days before contract submittal.



Peralta Community College District

PAYMENT BOND

Know all men by these presents: that

WHEREAS, Peralta Community College District (hereinafter "DISTRICT") and

_____,
hereinafter designated as the "Principal", have entered into a contract for the furnishing of all materials, labor services and transportation necessary, convenient, and proper which said Agreement dated and all of the contract documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the contract is awarded, Sections 3247 to 3252, inclusive, of the Civil Code of California.

NOW, therefore, these presents witnesseth:

That the said Principal and the undersigned _____,
_____, as corporate surety, are held and firmly bound unto all laborers, materialmen, and other persons referred to in said statutes in the sum of _____
_____ DOLLARS (\$ _____), lawful money of the United States, by the terms of said contract, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is that if the said Principal or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them shall fail to pay for any materials, provision, provendor or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor hereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any of the persons named in Section 3181 of the California Civil Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal or any of his or its subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, that said Surety will pay the same in amount not exceeding the amount hereinabove set forth, and also, in case suit is brought upon this bond, will pay reasonable attorneys' fees to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety this _____ day of _____.

(To be signed by
Principal and Surety
and acknowledgment
and notary seal to
be attached.)

PRINCIPAL

By _____

TITLE _____

SURETY

By _____

TITLE _____

The above bond is accepted
and approved this

_____ day of _____, 20____.

By _____

Authorized District Signature

Required attachment: County Clerk's Certificate pursuant to CCP section 995.640 or confirming information from Department of Insurance website within seven days before contract submittal



Peralta Community College District

CONTRACT

THIS CONTRACT is made by and between the Peralta Community College District, hereinafter called the District, and _____, hereinafter called the Contractor.

The District and the Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, plant, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and complete

The Contract Documents consist of the Contract, any Amendment to Contract, Technical Specifications and Drawings, Supplementary General Conditions, General Conditions, Instructions to Bidders, Notice Inviting Bids, Bid Form, all addenda, completed bond and insurance forms, completed Bidder's Questionnaire, and

_____.

All Contract Documents are intended to coordinate so that any work called for in one document and not mentioned in another document is to be executed as if mentioned in all documents.

2. Compensation

As full compensation for the Contractor's complete performance of the work in this Contract, the District agrees to pay the Contractor, and the Contractor agrees to accept the sum of _____ which shall be paid to him according to the General Conditions Article on "Payments".

3. Prevailing Wages

As required by Labor Code Section 1773.2, the District has in its office the general prevailing rate of per diem wages for workers employed on public works as determined by the Director of Industrial Relations. This document shall be available to any interested party on request during regular business hours and shall be posted at the job site by the Contractor.

4. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of (See the Invitation for Bid cover page for Project Duration) _____ calendar days from said starting date.

Time is of the essence in the performance of this Contract.

Liquidated damages for Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of _____ (See the Invitation for Bid cover page for Liquidated Damages figure) _____ per calendar day.

5. Contractors' State License Board

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 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, the parties to these present have set their hands hereto on the day and year written below.

District Contractor

Resolution No. _____ (Contractor License No.
and Expiration Date)

Date By _____
Individual Signature

Title

Date

Approved As to Form
By: _____
Legal Counsel

Date

For: _____
Corporation or Partnership

If Corporation, Seal Below.



Peralta Community College District

Bid Protest Procedures

Any Bidder submitting a Bid Proposal to the District may file a protest provided that each and all of the following are complied with:

- (i) The bid protest is relevant and in writing;
- (ii) The bid protest is filed and received by the District's Purchasing Manager not more than five (5) calendar days following the date of the bid opening;
- (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District without recourse.

Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice Chancellor of General Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest and make a determination.

If the determination is unacceptable to the bid protestor, the Chancellor shall review and evaluate the basis of the bid protest and make a secondary determination.

If the bid protestor chooses to appeal the Chancellor's determination, the District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Board of Trustees.

In the event that any legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as cost, all attorneys' fees and cost incurred in connection with any such proceeding, including any appeal arising there from.



Peralta Community College District

Construction Debris Reporting Requirements

The District is committed to Environmental Sustainability as a matter of public policy and to the greatest extent possible reducing its ecological foot print. The District encourages all contractors to re-use and recycle as much construction and demolition debris as possible, and only when it is not feasible to do so, dispose of it in a landfill. Per State Law AB75, on an annual basis the District is required to report all re-use, recycle, and garbage disposal tonnage to the State of California.

As a condition for the completion of the construction project, the contractor must report all re-use, recycling, and disposal of construction materials at the completion of the project (or annually by January 31st of the following year if the project's completion is more than one calendar year). The contractor may use the below form to report to the District all construction debris off-hauled from the District's construction site, or may submit the below required information on the contractor's letterhead. This form must be submitted by January 31st to the District at: Peralta Community College District, Department of General Services, 333 East 8th Street, Oakland, CA, 94606, Attention Facilities Project Coordinator

Construction Debris Reporting for: January 1, 20____ to December 31, 20____.

Project Number: _____ **Project Name:** _____

Material Type	Re-use (Tons)	Recycle (Tons)	Garbage Disposal (Tons)	Proposed Destination
Example: Concrete		45		ABC Concrete Recycling Company
Totals				

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

Signed

Date

Printed or Typed Name

Title

Name of Contractor

Telephone

Fax



Peralta Community College District

Construction Protocol Procedures

Director of Physical Plant:

1. Notify College Business Officer (in writing) at least 2 weeks in advance of any work to be done on campus, including dates, times, locations of work; provide name and cell phone # of project manager.
2. Receive from College Business Officer (in writing) a list of concerns, issues, problems that need to be addressed/taken into account as well as a list of faculty members and departments that will be affected by each project.
3. Collect/withhold an indemnity amount from the contractor for unanticipated cleaning costs, repairs, and replacement of any furniture, equipment, tools, etc. lost, damaged, or destroyed as a result of construction.
4. Direct the Project Manager to personally meet with the College Business Officer and faculty involved/affected with each project and sign-off on plan of operations.
5. Notify the faculty (in writing) that it is not their responsibility to clean, store, remove, replace, any equipment, furniture, tools, etc.

College Business Officer:

1. Notify the faculty (in Writing) of any construction projects (including dates, times, locations) that will take place in their area.
2. Meet with the faculty to gather their concerns, issues, problems, and convey those (in writing) to the Vice Chancellor of General Services and the Project Manager; also convene a meeting with the Project Manager to convey these concerns in person.
3. Notify (in writing) the appropriate Dean(s) and the VP of Instruction of any needs to find alternate space for storage, equipment, furniture, tools, classrooms.
4. Notify (in writing) Locals 790 and 39 of the impending project and the need to remove, store, replace, protect, and clean as well as whatever is needed in the way of establishing alternate workspaces.
5. Convey all of the above information to the Director of Physical Plant and the Project Manager.

Project Manager:

1. Needs to meet on campus, on site, with the affected faculty to be sure all of the college's concerns have been addressed, understood, and agreed to in a written plan of operations; the written plan should be given to the contractor and the Vice Chancellor of General Services.
2. No project should begin without a written plan that has not been signed by the VP of Instruction, Academic Dean, College Business Officer, Faculty/Department Chair(s), Project Manager, Contractor, and Director of Capital Projects.



Peralta Community College District

FINAL CLEANING REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. The contractor is responsible for daily cleanup and a final cleaning prior to occupancy. This section only addresses the final cleaning required prior to punchlisting and occupancy.
- B. Cleaning Program:
 - 1. The cleaning program shall include all construction areas and surrounding areas affected by the construction including site, exteriors of buildings / structures, roofs and interior of buildings.
 - 2. The areas to be cleaned shall be turned over to the owner in a "move-in" condition.
 - 3. All areas shall be free of all construction materials, dust, debris, markings and dirt.
 - 4. All surfaces shall be washed, cleaned and cleared of markings.
 - 5. All existing and new fixtures shall be cleaned, sanitized and ready for use.
 - 6. All new and existing hard surface floors will be stripped and waxed.

1.02 PROJECT CONDITIONS

- A. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with PCCD Construction Debris Reporting Requirements.
- B. Comply fully with Federal and local environmental and antipollution regulations.
 - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
 - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.01 MATERIALS AND METHODS

- A. Use cleaning materials and methods which will not create hazards to health or property or cause damage to products and which are recommended by manufacturers of products to be cleaned.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning operations. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 3. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Remove tools, construction equipment, machinery, and surplus material from the site.

5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 6. All walls not newly painted shall be washed to clean readily removable dirt, markings, dust, and grime.
 7. Remove debris and surface dust from limited access spaces, including roofs, attics and similar spaces.
 8. All existing floors shall be thoroughly stripped of old wax and have at least four (4) coats of a combination wax/sealer, or two (2) coats of sealer and four (4) coats of wax. Contractor shall submit for prior approval manufactures information on floor finish to be applied. All new floors shall have their factory seal stripped off and shall have a floor finish applied according to the recommendations of the manufacturer.
 9. New carpeted areas shall be thoroughly vacuumed, including edges. Any spotting during construction shall be removed. Existing carpeted areas shall be thoroughly shampooed.
 10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Clean interior and exterior of all windows.
 11. Clean all Toilet Rooms thoroughly and sanitized. All wall surfaces shall be free of grime, dirt, dust, markings and graffiti. All mirrors, fixtures, and partitions will be cleaned free of dirt and markings.
 12. Scrub and seal all ceramic and terrazzo floors and walls.
 13. Remove labels that are not permanent labels.
 14. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 15. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 16. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 17. Replace disposable air filters and clean permanent air filters. Clean all exposed surfaces of diffusers, registers, and grilles.
 18. Clean ducts, blowers, and coils if units were operated without filters during construction.
 19. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs; defective and noisy starters in fluorescent fixtures, and defective dimming switches.
 20. Leave the Project clean and ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period. Repair any damage from removal.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

End of Section



**PERALTA COMMUNITY COLLEGE DISTRICT
 Bid No 16-17/01
 COA Veterans Center Phase 2: Door and Hardware Upgrades**

**(DATE)
POST BID INTERVIEW**

DISTRICT PROJECT/CONSTRUCTION MANAGER

Name:
 Acting District Representative
 333 E. 8th Street
 Oakland, CA 94606
 510-_____

BIDDER:

I. INTRODUCTIONS:

A. Present _____

**II. PROPOSED CONTRACT:
 ADDENDUM NO.**

III. PURPOSE OF INTERVIEW IS TO ASSURE:

- A. Contractor acknowledgment of a complete and accurate bid.
- B. Contractor submission of a fair and equitable bid.
- C. Fair comparisons of bid.

IV. CONTRACTUAL REQUIREMENTS:

- A. Do you understand you are a prime contractor? Yes No
- B. Can you meet the specified insurance requirement of \$8M GL, WC, \$1MAuto and Builders Risk (contract amount) Yes No
- C. Are you a union company? Yes No
- D. Are you a SLBE or SELBE? Yes No
- If so in what county, city, state _____
- E. Are any of your subtier contractors SLBE or SELBE? Yes No
- If so in what county, city, state _____
- F. You are required to obtain a Performance, and a Labor and Material Bond for 100% of the Contract price
 - 1. Will you provide bonds as stipulated? Yes No
 - 2. Cost for bond: _____% Yes No
 - 3. Is your insurance company California licensed? Yes No
- J. Acknowledged Receipt of Addenda Number _____
- K. Acknowledged Receipt of Pre-Bid Clarification Questions Yes No
- L. Additive and deductive costs for alternate items included in your proposal? Yes No
- M. Unit pricing and Allowances included in your proposal? Yes No

Who in your office is in charge of submitting the required Insurance and Bonds?



PERALTA COMMUNITY COLLEGE DISTRICT
Bid No 16-17/01
COA Veterans Center Phase 2: Door and Hardware Upgrades

(DATE)
POST BID INTERVIEW

Name _____ Date _____

V. SCOPE OF WORK:

- A. You have a complete understanding of your Scope of Work under the proposed Agreement and the Scope of Work (attached) Yes No
- B. You are required to have the following personnel:
 - 1. Safety Coordinator w/sole responsibility to coordinate, report and Enforce safety Yes No
 - 2. Scheduling personnel or independent scheduler Yes No
 - 3. Custodial cleanup services besides base- bid final cleaning Yes No
 - 4. Commissioning Coordinator (to be brought in at the start of Construction to the final completion Yes No
 - 5. Independent Testing and Balancing Contractor for HVAC Yes No
 - 6. Independent Contractor for Indoor Air Quality Testing Yes No
 - 7. Certified Arborist Yes No

- C. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that need to be identified or require clarification? Yes No

If yes, please identify item.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Is (are) the cost(s) for items listed above included in your proposal items? Yes No

- C. Review bid alternatives (if applicable) Yes No
- D. Review unit pricing Yes No
- E. Review allowances Yes No

- F. Are you offering any unsolicited alternates? Yes No

- 1. _____
- 2. _____
- 3. _____

- G. Are the plans and specifications clear and understandable to your satisfaction? Yes No



**PERALTA COMMUNITY COLLEGE DISTRICT
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(DATE)
POST BID INTERVIEW

VI. VALUE ENGINEERING: (describe) BASE BID: \$ _____

1. _____ Add / Deduct

2. _____ Add / Deduct

REVISED TOTAL \$ _____

VII. SCHEDULE:

A. Do you acknowledge and agree to the stipulated completion dates and milestones in the Contract? Yes No

1. Will you provide a detailed construction schedule at the Preconstruction Conference per Section 01320 per the Contract? Yes No

2. It is understood the Project schedule is critical. Can you accelerate any and all schedule activities if the requirement occurs? Yes No

If not, what must change and why? _____

B. Identify critical materials, deliveries and dependencies, including Owner Furnished items that could affect the completion of your work.

1. _____

2. _____

3. _____

C. You have reviewed the Contract and you understand your work must be completed in accordance with the **Project Schedule**. You further understand Construction Manager **MAY** assess liquidated damages if you fail to meet the Master Schedule requirements. You further understand delays by you may cause other contractors to be delayed, and that you **WILL** accelerate your work upon written direction by the Construction Manager.

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VIII. CONTRACTOR COMMENTS / SUGGESTIONS:

1. _____



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(DATE)
POST BID INTERVIEW

2. _____

3. _____

IX. CONTRACTOR

NOTE: You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal.

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

Company Name _____

Signature: _____ Title: _____

Date: _____

X. DISTRICT PROJECT/CONSTRUCTION MANAGER

Signature: _____ Title: _____

Date: _____

END OF SECTION

SCOPE of WORK

Short title: COA VET2 (Veterans Center Phase 2: Door and Hardware Upgrades)

Scope Summary: all work necessary to replace several existing interior and exterior doors and to add fully functional accessible operators for two exterior doors and one interior door at Building G.

Scope includes but is not limited to:

- **Replace Several Existing Doors with New**
 - Two interior private office doors and associated hardware at the ground level.
 - New: single leaf door with vision panel, new hardware, finishes and hardware to match recently installed at Veterans Center.
 - Locations:
 - Room 129 from hall to office
 - Room 130 from hall to office.
 - One Veterans Center interior suite entry door at the upper level.
 - New: single leaf door with vision panel, hardware to match existing (new or reuse, see also below regarding accessible door operating systems at this location), finishes to match existing, “suite entry” character (tall vision panel).
 - Location: Room 236 from hall to suite.
 - One Veterans Center exterior suite entry door at the upper level.
 - New: single leaf door with vision panel, hardware to match existing (new or reuse, see also below regarding accessible door operating systems in this location), finishes to match existing, “suite entry” character (tall vision panel).
 - Note: this door is an unusual size. Clear open dimension must not be reduced.
 - One exterior door between balcony and elevator lobby.
 - New: single leaf door with vision panel, hardware to match existing (new or reuse, see also accessible door operating systems, below), finishes to match existing.
 - ALTERNATE #1 (DEDUCTIVE): Delete vision panels for office doors.
 - ALTERNATE #2 (DEDUCTIVE): Delete replacement of exterior entry doors.
- **Add Accessible Door Operating Systems for Three Existing Doors (two exterior, one interior)**
 - New handicapped-accessible control systems for two existing exterior doors, one at each end of the balcony adjacent to Veterans Center.
 - New handicapped-accessible control system for interior Veterans Center suite entry door.
 - Pushbutton operator acceptable; wave operator preferred.

- Operators on both sides of each door.
- All hardware, power, wiring, controls, and programming necessary for full system function.
 - Manual override to enable switching between locked to unlockable.
 - Hard-wired systems required; battery-powered systems not acceptable.
- **General:**
 - Provide all door and hardware modifications and all programming necessary for full system functionality.
 - Submit product information and finish samples and obtain approval of District's Facilities Project Manager prior to installation. Allow at least two weeks for District review of submittals.
 - Conceal conduit at interior locations. Surface-mounted conduit is acceptable at exterior locations only. Surface runs shall be run parallel and perpendicular to existing elements, materials and assembly rated for marine environment. Propose route as a written diagram and obtain approval from District's Facilities Project Manager in advance of installation.
 - Provide diagram indicating electrical connections to building power.
 - All finishes to match newest existing finishes.
 - All patching and repair needed to match conditions existing prior to project.

Other Requirements:

- All work completed within 120 days of Notice to Proceed. Liquidated damages: \$100/calendar day.
- California Contractor license for applicable trades.
- Project Labor Agreement, SB 854, prevailing wage.
- The same, single superintendent, identified in advance, on-site at all times while work is in progress, and wearing a Peralta CCD contractor ID badge (badge can be obtained without cost from District Office).
- Printed operations and maintenance manuals for doors, hardware, and control systems.
- Printed contact information for replacement parts.
- One session of training to District maintenance and operations personnel, to be scheduled at the District's convenience.
- One year warranty by installation contractor.

Scope excludes:

- (none)

Basis of Award:

- Lowest responsible price, excluding alternates.

Other Information:

- District's Primary Point of Contact is Sharon Millman, Facilities Project Manager. Email: smillman@peralta.edu.

COA VET2 / Pkg 1: Door and Hardware Upgrades



Interior Door, Rm 129



Interior Door, Rm 130



Interior Suite Entry Door, from vestibule and from inside suite



Exterior Suite Entry Door



Door Between Balcony and Elevator Lobby, from balcony and close up

