INFORMAL INVITATION FOR BID (IFB)

PURSUANT TO CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNT ACT
FOR PROJECTS BELOW CUPCCAA BID LIMITS – PCC §22000, et seq.

BID No. 16P32

BOILER PROJECT

BID DUE DATE:  May 11, 2016
(On or before 2:00 P.M.)

Chaffey Community College District
Purchasing Department
5885 Haven Avenue
Rancho Cucamonga, CA  91737

Administrative Assistant:  Mr. Rudy Vega
(909) 652-6701
rudy.vega@chaffey.edu

Informal Bid Release Date:  April 20, 2016
Informal Bid Documents

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SECTION 1.0
NOTICE OF INFORMAL INVITATION FOR BID (IFB)
PURSUANT TO CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNT ACT
FOR PROJECTS BELOW CUPCCAA BID LIMITS – PCC §22000, et seq.

INFORMAL INVITATION FOR BID NO. 16P32
Boiler Project
Bid Due Date:  Sealed Bids must be received on or before:

2:00 P.M. on Wednesday, May 11, 2016

Addressed to:  Chaffey Community College District
                Purchasing Department
                Attn:  Mr. Rudy Vega

Address:  5885 Haven Ave.
          Rancho Cucamonga, CA  91737

INTRODUCTION.  Pursuant to California Public Contract Code (PCC) §22000 et seq., Chaffey Community
College District (“District”) hereby seeks lump sum bids in response to this informal Invitation for Bid (IFB) No.
16P32 for its High Efficiency Condensing Boiler Upgrade project (Project) which will require the successful
Bidder to remove and dispose of three (3) existing boilers from the Central Plant Boiler Room and provide and
install three (3) new high efficiency condensing boilers as described in the attached Exhibit A Scope of Work.

Sealed bids will be accepted on District bid form by District, until the time and date listed above.  All addenda
and notices related to this solicitation will be posted by District on Purchasing Services’ website at
www.chaffey.edu/purchasing.  In the event this IFB is obtained through any means other than District’s
distribution, District will not be responsible for the completeness, accuracy, or timeliness of the final
RFQ/RFP document.

PRE-BID MEETING.  A ☐ mandatory ☐ non-mandatory pre-bid meeting and job walk for prime
contractors will be held on:

<table>
<thead>
<tr>
<th>DATE:</th>
<th>TIME:</th>
<th>MEETING LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>There is no pre-bid meeting scheduled for this project</td>
</tr>
</tbody>
</table>

REQUEST FOR INFORMATION.  The deadline to submit a Request for Information (RFI) is:

<table>
<thead>
<tr>
<th>RFI SUBMITTAL DEADLINE:</th>
<th>CONTACT:</th>
<th>EMAIL:</th>
<th>FAX NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 27, 2016 at 2:00 p.m.</td>
<td>Rudy Vega</td>
<td><a href="mailto:rudy.vega@chaffey.edu">rudy.vega@chaffey.edu</a></td>
<td>909-652-6704</td>
</tr>
</tbody>
</table>
REQUIRED CONTRACTORS LICENSES:

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300, and shall be licensed in the following classification as required by the scope of work:

   a) General Contractor Class B License and C-4: Boiler, Hot Water Heating, and Steam Fitting Contractor License, or;

   b) General Engineering Class A License and C-4: Boiler, Hot Water Heating, and Steam Fitting Contractor License.

It is acceptable for a Bidder with a Class A or B license that does not possess a C-4: Boiler, Hot Water Heating, and Steam Fitting Contractor License to list a subcontractor with C-4: Boiler, Hot Water Heating, and Steam Fitting Contractor License. Any Bidder not meeting the above license requirements following the bid opening will be rejected as non-responsive.

PROJECT COST ESTIMATE: $150,000.00

District bid documents may be obtained by contacting the District Buyer or on the Chaffey College Purchasing Department website at the following file path: www.Chaffey.edu/purchasing.

BID SECURITY REQUIRED: Ten percent (10%) of the maximum amount of the Bid in the form of Bid Bond, Cash, or Certified or Cashier’s Check.

BONDS REQUIRED: Performance and Labor & Materials; each one hundred percent (100%).

INQUIRIES:

For any questions or clarifications relating to this Project, please refer to the contact information and submittal deadline in the Request for Information section on the prior page above.

Chaffey Community College District
Purchasing Department
Mr. Rudy Vega, Administrative Assistant
5885 Haven Ave.
Rancho Cucamonga, CA 91737
SECTION 2.0
INFORMAL BID SUBMISSION INSTRUCTIONS
INFORMAL BID NO. 16P32
BOILER PROJECT

1. SUBMISSIONS: To receive consideration, bids shall be submitted in accordance with the following instructions:
   a. Bids shall be received in the Purchasing Department at the date and time specified on the Invitation for Bid Form.
   b. Any Bidder who fails to submit its documentation by the date and time specified on the Invitation for Bid Form shall have that bid rejected and returned. The District reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received, and to be the sole judge of the merits of all bids received.
   c. By submitting a bid, Bidder expressly represents to District that Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the informal bid documents that are distributed in this packet (“Informal Bid Documents”) and the actual conditions and the written resolution thereof by District is acceptable to Bidder.
   d. Any concerns regarding the specifications must be called to the attention of District no less than seventy-two (72) hours prior to the opening date set forth herein.
   e. Bidder must perform the work, investigations, research, and analysis required by this document prior to bidding. Bidder represents by the submittal of its Bid Form that it performed such work, investigations, research and analysis prior to bidding. Bidder is charged with possessing all information and knowledge that a reasonable Bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the work.

2. PRICES: All bid prices shall include separate lines for each item or unit specified. Corrections may be inserted prior to the bid deadline. In any case in which the total quote price does not equal the unit prices times the quantities indicated, unit prices shall govern. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures. All bid prices shall be considered all-inclusive unless explicitly expressed otherwise.

3. BIDS: Bidders must supply all required information. Bids must be full and complete. Bids shall be valid for sixty (60) days after the Informal Bid Deadline.

4. BID QUESTIONS AND CLARIFICATIONS – ADDENDA: All questions about the meaning or intent of the Informal Bid Documents are to be directed in writing to District. Interpretations or clarifications considered necessary by District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by District as having received the Informal Bid Documents. Questions received less than seven (7) calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. AWARD OR REJECTION OF BIDS: Because this is an “informal bid” the process does not include a public bid opening or specified time of bid opening. The District will notify the successful bidder within a reasonable time after the bid due date and following the District’s review of all bids and its due diligence process. This process is intended to determine if the lowest bid is responsive and the low Bidder is responsible. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes that it would not be in the best interest of District to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to
meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for some work items and/or enhanced prices for other work items.

6. DIRECTOR OF INDUSTRIAL RELATIONS REGISTRATION: If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code §§ 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the State of California Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the DIR. In bidding on this Project, it shall be the Bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid. Refer to Terms and Conditions Article 33, LABOR CODE AND DIR REGISTRATION REQUIREMENTS for additional details of labor code compliance and Contract requirements.

7. CERTIFIED PAYROLLS AND PREVAILING WAGES: Pursuant to §1720.6 and §1771 of the Labor Code, the Project is subject to the payment of prevailing wages. Refer to the Terms and Conditions, Article 34, PREVAILING WAGES AND CERTIFIED PAYROLL RECORDS for additional details of the state code and Contract requirements.

[End]
SECTION 3.0

DOCUMENTS TO BE RETURNED BY BIDDERS
ON THE BID DUE DATE

INFORMAL BID NO. 16P32
BOILER PROJECT

DETACH THE FOLLOWING BID FORMS AND RETURN WITH BID:

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>BID FORM</td>
</tr>
<tr>
<td>2.</td>
<td>DESIGNATED SUBCONTRACTORS LIST</td>
</tr>
<tr>
<td>3.</td>
<td>NON-COLLUSION DECLARATION</td>
</tr>
<tr>
<td>4.</td>
<td>BID BOND</td>
</tr>
</tbody>
</table>

**Note:** All portions of the bid forms must be completed and properly signed before the bid is submitted. **FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

- Be sure that the Bid Bond includes the required **Power of Attorney and Certificate of Authority** from the Surety along with the required **Notarial Acknowledgement** for all signatures.

- Double check your bid price(s) as bid **mistakes cannot be corrected** after the bid opening date.
BID FORM

INFORMAL BID NO. 16P32
BOILER PROJECT

To: Board of Trustees of the Chaffey Community College District (“District”)

From: ________________________________  
	(Legal Name of Bidder)

PROJECT: ________________________________  

The undersigned declares that the Informal Bid Documents including, without limitation, the Notice of Informal Bid and the Informal Bid Submission Instructions have been read and understood and hereby proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the Informal Bid Documents, including, without limitation, the Exhibit A - Scope of Work together with any furnished Drawings and Specifications of Bid No. 16P32, Boiler Project (“Project”) and will accept in full payment for that work the following total lump sum amount, with all incidentals such as fees, licenses, permits, shipping, taxes and markup included:

A. Contractor’s Lump Sum Base Bid: (District Budget for this procurement $150,000.00.)

<table>
<thead>
<tr>
<th>No.</th>
<th>ITEM DESCRIPTION</th>
<th>LUMP SUM BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Equipment: (3 Boilers) per Exhibit A:</td>
<td>$<strong><strong><strong><strong><strong>,</strong></strong></strong></strong></strong></td>
</tr>
<tr>
<td>2.</td>
<td>All non-equipment costs and fees per Exhibit A:</td>
<td>$<strong><strong><strong><strong><strong>,</strong></strong></strong></strong></strong></td>
</tr>
<tr>
<td>3.</td>
<td>Warranty: One (1)-year full parts and labor per Exhibit A and Terms and Conditions, Article 30, Guarantee to Repair Period and Correction of Defective Work:</td>
<td>$<strong><strong><strong><strong><strong>,</strong></strong></strong></strong></strong></td>
</tr>
</tbody>
</table>

Total Lump Sum Base Bid: $__________,__________

Bidder may not take any exceptions to the proposed IFB language or proposed terms and conditions. Conditional bids will be rejected as non-responsive. Award will be made to the responsible Bidder with the lowest responsive lump sum Base Bid for items 1 through 3 above. The District may or may not elect to award the Optional Additive Alternate to the successful Bidder of the Base Bid.

B. Optional Additive Alternate:

Extended Warranty for Year Two: Include the lump sum price for an additional one (1)-year full parts and service warranty on the three (3) installed boilers beyond the required one (1)-year full parts and service warranty included in the base bid under Item 3 above.

$__________,__________

(Place figures in appropriate boxes.)

Informal Bid Package  Page 8 of 39  Rev.02/9/15
Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials, services, and processes needed to complete the requirement. Bidder may attach a descriptive narrative of the intended scope that correlates with the alternate price bid.

1. The undersigned has reviewed the work outlined in the Informal Bid Documents and fully understands the scope of work required in this bid, understands the construction and project management function(s) as described in the Informal Bid Documents, and that the successful Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to District, and agrees that its bid, if accepted by District, will be the basis for the Bidder to enter into a contract with District in accordance with the intent of the Informal Bid Documents.

2. The undersigned has notified District and/or District’s Buyer or Construction Manager in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Informal Bid Documents at least seventy-two (72) hours prior to bid opening, and has contacted District and/or Buyer or Construction Manager before the bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Informal Bid Documents and to complete all work within the time specified in the Informal Bid Documents.

4. **By submitting this Bid Form and signing below, the liquidated damages clause in the proposed Contract is hereby acknowledged and accepted.**

5. It is understood that District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of sixty (60) days.

6. Receipt and acceptance of the following addenda is hereby acknowledged:

   | No. ___, Dated _____________ | No. ___, Dated _____________ |
   |___________________________|___________________________|
   | No. ___, Dated _____________ | No. ___, Dated _____________ |
   |___________________________|___________________________|

7. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

8. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create during the work unusual or peculiar unsafe conditions hazardous to persons and property.

9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.

10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, California Gov. Code, §12650 et seq.), District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud, and the Bidder may be subject to criminal prosecution.

11. The undersigned Bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Informal Bid Documents.
Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Informal Bid Documents.

Furthermore, Bidder hereby certifies to District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this __________ day of ______________________________ 20 __

Name of Bidder: ______________________________

Type of Entity: [Corp., LLC, etc.] ______________________________

**Authorized Signature of Bidder:** ______________________________

Name/Title of Signer: ______________________________

Address of Bidder: ______________________________

________________________________________

Taxpayer's Identification No. of Bidder: ______________________________

Telephone Number: __________ Fax Number: __________

E-mail: ______________________________ Web page: ______________________________

Contractor's License No(s): No.: __________ Class: _____ Expiration Date: __________

No.: __________ Class: _____ Expiration Date: __________

No.: __________ Class: _____ Expiration Date: __________

Required Contractor's DIR Registration No.: __________

If Bidder is a corporation, affix corporate seal.

Name of Corporation: ______________________________

President: ______________________________

Secretary: ______________________________

Treasurer: ______________________________

Manager: ______________________________

[End]
DESIGNATED SUBCONTRACTOR LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

INFORMAL BID NO. 16P32

BOILER PROJECT

Subcontractor Listings: Bidder acknowledges and agrees that in compliance with Public Contract Code §4100, et seq., it has provided the name and location of each subcontractor on the attached Subcontractor Listing Schedule who will perform work or labor or render service to the Bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of Bidder’s total bid and the kind of work that each subcontractor will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code § 4100, et seq., if Bidder fails to list as to any portion of work, or if Bidder lists more than one subcontractor to perform the same portion of work (i.e., Bidder must indicate what portion of the work each subcontractor will perform), Bidder must perform that portion itself or be subjected to a penalty as prescribed under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, Bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of Bidder’s total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

All subcontractors (of any tier) performing any portion of the Work must be properly licensed and comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project.

[Continued on following page.]
### Subcontractor Listing Schedule

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage Portion of Work:</td>
<td></td>
</tr>
<tr>
<td>Contractor’s License No.:</td>
<td></td>
</tr>
<tr>
<td>Bid Amount*:</td>
<td></td>
</tr>
<tr>
<td>DIR Registration No.*:</td>
<td></td>
</tr>
</tbody>
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</tr>
<tr>
<td>DIR Registration No.*:</td>
<td></td>
</tr>
</tbody>
</table>

### Bidder’s Acknowledgement:

- [ ] Check if additional page is attached to list participating subcontractors.

Date:

Proper Name of Bidder:

Print Name:

Title:

Authorized Signature:

*This information must be provided at the time of submission of bid or must be provided within twenty-four (24) hours after the time set for the opening of bids. Bidders who choose to provide this information within twenty-four (24) hours after the time set for the opening of bids are solely responsible to ensure District receives this information in a timely manner. District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by District, District’s determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Designated Subcontractors List submitted by Bidder.*
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Public Contract Code §7106

INFORMAL BID NO. 16P32
BOILER PROJECT

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____________[date], at ____________________[city], __________[state].

Date: _____________________________

Legal Name of Bidder: _____________________________

Print Name: _____________________________

Title: _____________________________

Authorized Signature: _____________________________
BID BOND

INFORMAL BID NO. 16P32

BOILER PROJECT

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, ________________________________ as Principal (“Principal”),

and ________________________________ as Surety (“Surety”),
a corporation organized and existing under and by virtue of the laws of the
State of ___________ and authorized to do business as a surety in the State of California, are held and
firmly bound unto the Chaffey Community College District (“District”) of San Bernardino County, State of
California as Obligee, in the sum of

_____________________________________________ Dollars ($ ____________)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and
each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to District
for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner required under
the Informal Bid Documents, after the prescribed forms are presented to the Principal for signature, enters into
a written contract (“Contract”), in the prescribed form in accordance with the bid, and files two bonds, one
guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by
law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective,
or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the
Obligee through failure of the Principal to enter into the Contract and to file the required performance and labor
and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee
becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if the Principal fails to execute the
Contract within seven (7) days of the date of District's Notice of Award to the Principal.

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, or to the work to be performed thereunder, or the
specifications accompanying the same, shall in any way 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 the Contract or
the call for bids, or to the work, or to the specifications.

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

If District awards the bid, the security of unsuccessful Bidder(s) shall be returned within sixty (60) days from the
time the award is made. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days
after the date of the bid opening.
IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and the Surety above named, on the __________ day of ________________________, 20__.

(Affix Corporate Seal)  
Principal  
Authorized Signature  
Print Name and Title of Signatory

(Affix Corporate Seal)  
Surety  
Authorized Signature  
Name of California Agent of Surety  
Address of California Agent of Surety  
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

[End]
**SECTION 4.0**

**DOCUMENTS TO BE RETURNED BY SUCCESSFUL BIDDER IF AWARDED A CONTRACT**

Detach and return the following documents upon notification of contract award:

<table>
<thead>
<tr>
<th></th>
<th>DOCUMENT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AGREEMENT FORM (&quot;Contract&quot;)</td>
<td>17-19</td>
</tr>
<tr>
<td>2</td>
<td>TERMS AND CONDITIONS</td>
<td>20-27</td>
</tr>
<tr>
<td>3</td>
<td>PREVAILING WAGE CERTIFICATION</td>
<td>28</td>
</tr>
<tr>
<td>4</td>
<td>WORKERS’ COMPENSATION CERTIFICATION</td>
<td>29</td>
</tr>
<tr>
<td>5</td>
<td>ASBESTOS &amp; OTHER HAZARDOUS MATERIALS CERTIFICATION</td>
<td>30</td>
</tr>
<tr>
<td>6</td>
<td>PERFORMANCE BOND</td>
<td>31-32</td>
</tr>
<tr>
<td>7</td>
<td>PAYMENT BOND</td>
<td>33-34</td>
</tr>
<tr>
<td>8</td>
<td>EXHIBIT A - SCOPE OF WORK</td>
<td>35-39</td>
</tr>
</tbody>
</table>
AGREEMENT FORM

PUBLIC WORKS AGREEMENT
FOR PROJECTS BELOW CUPCCAA BID LIMITS – PCC §22000, et seq.

INFORMAL BID NO. 16P32 BOILER PROJECT

THIS CONTRACT ("Contract") is made and entered into this [DAY] day of [MONTH], 20___, by and between [CONTRACTOR'S NAME] ("Contractor") and Chaffey Community College District ("District").

1. CONTRACT PRICE. Contractor shall furnish to District for a total price of [WRITE OUT BID AMOUNT] Dollars ([$BID AMOUNT]) ("Contract Price"), the services ("Services") set forth in the Scope of Work attached as "Exhibit A."

2. SCOPE OF WORK. The Scope of Work is attached as Exhibit A.

3. SITE LOCATION. Contractor shall perform the Services at the Rancho Cucamonga campus of Chaffey Community College, room Boiler Room 104 inside the Central Plant, which is located on the south east end of the campus adjacent to the Maintenance and Operations yard, (the “Site”). The Project is the Scope of Work defined in Exhibit A to be performed at the Site.

4. CONTRACT TIME. Services shall be completed within thirty (30) consecutive calendar days ("Contract Time") from the date specified in District’s Notice to Proceed.

5. LIQUIDATED DAMAGES. Contractor agrees that if the Services are not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that District will suffer damage which is not capable of being calculated. Pursuant to Government Code §53069.85, Contractor shall pay to District, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred and 00/100 Dollars ($500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

6. CONTRACT DOCUMENTS. The Informal Bid Documents (the “Contract Documents”) listed below are fully incorporated and intended to be a part of this Contract:

- Notice of Informal Bid
- Informal Bid Submission Instructions
- Bid Form
- Designated Subcontractors List
- Non-collusion Declaration
- Bid Bond
- Agreement Form
- Terms and Conditions
- Prevailing Wage Certification
- Workers' Compensation Certification
- Asbestos & Other Hazardous Materials Certification
- Performance Bond
- Payment Bond
- Exhibit “A” (“Scope of Work”)
- Plans
- Specifications
- [Other]
- [Other]
- [Other]
7. COMMENCEMENT OF WORK. Contractor shall not commence the Services under this Contract until Contractor has submitted (i) a performance bond, payment (labor and material) bond that has been approved by District, (ii) the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions of this Contract, and (iii) District has issued a Notice to Proceed.

8. PAYMENT TERMS. Payment for the Services shall be made in accordance with the Terms and Conditions.

9. AUTHORITY TO INSPECT, APPROVE, AND STOP WORK. The construction manager on the Project is Sarah Riley, Manager, Facilities Development ("Construction Manager"), and the project inspector on the Project is Troy Ament, Director, Facilities/Physical Plant ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Services if Contractor’s Services do not comply with the requirements of the Informal Bid Documents, Title 24 of the California Code of Regulations, and all applicable laws. No Services shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector with reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. Contractor shall be liable for any delay caused by its non-compliant Services or its failure to provide proper notification for inspection.

Inspection and acceptance of the Services shall be performed by Troy Ament of the Maintenance & Operations Department of District.

10. NOTICES. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<table>
<thead>
<tr>
<th>District</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chaffey Community College District</td>
<td>[CONTRACTOR]</td>
</tr>
<tr>
<td>Purchasing Department</td>
<td>ATTN: [NAME]</td>
</tr>
<tr>
<td>ATTN: Kim Erickson</td>
<td>[ADDRESS]</td>
</tr>
<tr>
<td>5885 Haven Ave.</td>
<td>[CITY, STATE, ZIP]</td>
</tr>
<tr>
<td>Rancho Cucamonga, CA 91737</td>
<td>[FAX]</td>
</tr>
<tr>
<td>(909) 652-6701</td>
<td></td>
</tr>
</tbody>
</table>

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

11. GUARANTEE. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of District’s written approval/acceptance of the Services. Contractor shall take the required corrective action as specified in the Terms and Conditions.

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

13. AUTHORITY TO CONTRACT. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. By signing this Contract, Contractor certifies, under penalty of
perjury, that all the information provided in the Informal Bid Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: ____________________________, 20___

Contractor: ________________________

Signature: _________________________

Print Name: _________________________

Print Title: _________________________

License No.: _________________________

Address: ____________________________

Telephone: _________________________

Facsimile: _________________________

E-Mail: ____________________________

DIR Registration No.: ________________

Tax ID No.: _________________________

(EIN/SSN)

Type of Business Entity: (Check One)

☐ Individual  ☐ Sole Proprietorship  ☐ Partnership  ☐ Limited Partnership

☐ Corporation, State: ________________ ☐ Limited Liability Company  ☐ Other: ________________

[End]
TEAMS AND CONDITIONS

INFORMAL BID NO. 16P32
BOILER PROJECT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Services.

2. STANDARD OF CARE: Contractor shall perform such Services in a diligent and workmanlike manner in accordance with the schedule and in strict conformity with all Informal Bid Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Services to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force and effect, at Contractor’s sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. NOTIFICATION: Contractor shall notify District, Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the Services at least forty eight (48) hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA’s website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. EQUIPMENT AND LABOR: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the work specifications attached hereto.

8. SUBSTITUTIONS: No substitutions of material from those specified in the work specifications shall be made without the prior written approval of District. Contractor shall be responsible for any redesign costs occasioned by District’s acceptance and/or approval of any substitute, as well as any costs that District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of District. Contractor shall be solely responsible for its own Workers’ Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of Contractor or a subcontractor whom District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by Contractor for any Service or work under this Contract shall be subject to the approval of District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by it. Nothing contained in the Informal Bid Documents shall create any contractual relations between any subcontractor and District. All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations (DIR) and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project. No portion of the work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code §1771.1.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on campus.

14. **TRENCH SHORING:** If this Contract is in excess of Twenty-Five Thousand Dollars ($25,000) and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. **EXCAVATIONS OVER FOUR (4) FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in §25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Services to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code §32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against
hazards created by the work. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury.

19. FORCE MAJEURE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

20. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care required herein.

21. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Services covered by this Contract, nor shall such occupancy extend the date specified for completion of the Services.

23. PAYMENT: Upon completion of the Work, Contractor shall submit an invoice for the full lump sum payment amount. Payment shall be made within thirty (30) days after District’s verification of completion and approval of the invoice. District may withhold or deduct from any payment an amount necessary to protect District from loss because of:

   a) Any sums expended by District in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately;
   b) Defective work not remedied;
   c) Stop payment notices as allowed by state law;
   d) Reasonable doubt that the Services can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date;
   e) Unsatisfactory prosecution of the Services by Contractor;
   f) Unauthorized deviations from the Contract;
   g) Failure of Contractor to maintain, or submit on a timely basis, proper and sufficient documentation as required by the Contract or by District during the prosecution of the Services;
   h) Any sums representing expenses, losses, or damages, as determined by District, incurred by District for which Contractor is liable under the Contract; and
   i) Any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including §1727 of the California Labor Code. The failure by District to deduct any of these sums from it payment does not constitute a waiver of District’s right to such sums.

24. CHANGE IN SCOPE OF WORK: Any change in the scope of the Services, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Services shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by District. Contractor specifically understands, acknowledges, and agrees that District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Services, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide District with all information requested to substantiate the cost of the change order and to inform District whether the Services will be done by Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the
completion of the Services. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

25. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, directors, and volunteers (the “Indemnitees”) from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees and costs (including fees of consultants) arising out of or resulting from: (i) performance of the Work, including but not limited to, Contractor's or its subcontractors’ use of the Site; (ii) Contractor's or its subcontractors’ construction of the Project, or failure to construct the Project, or any portion thereof; (iii) the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or (iv) any act, omission, negligence, or willful misconduct of Contractor or its subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees, but only to the extent caused in whole or in part by the acts, omissions negligence or willful misconduct of Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Contractor shall require all subcontractors to defend, indemnify, and hold harmless District, the Architect, and the Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, and directors from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees and costs, (including fees of consultants) arising out of or resulting from: (i) performance of the Work, including but not limited to, the subcontractors' use of the Site; (ii) the subcontractors’ construction of the Project or failure to construct the Project or any portion thereof; (iii) the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or (iv) any act, omission, negligence, or willful misconduct of the subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees, but only to the extent caused in whole or in part by the acts, omissions negligence or willful misconduct of the subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

26. JOINT AND SEVERAL LIABILITY. In the event that Contractor and one or more subcontractor is connected with an accident or occurrence covered by the indemnification obligations herein, then Contractor and all such subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among Contractor and indemnifying subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitees for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitees has by law or equity.

27. NO LIMITATION. Contractor's and its subcontractors’ obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property and death of any person; for breach of any warranty, express or implied; for failure of Contractor or its subcontractor, to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

28. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Services until it has provided to District, in a form acceptable to District, a Payment (Labor and Material) Bond and a Performance
Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to District.

29. CONTRACTOR’S INSURANCE: Contractor must, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and District from claims which may arise from the Work required by the Contract Documents, whether such Work is done by Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The coverages required herein shall not in any way limit the liability of Contractor. All insurance purchased pursuant to these Terms and Conditions shall be in policies subject to the prior written approval of District as to form, content, liability limits, cost and issuing company. The requirements in these Terms and Conditions shall apply to Contractor, subcontractors and sub-subcontractors performing Work on the Project. Contractor and all subcontractors shall furnish Certificates of Insurance, as required below, evidencing said coverage before commencing work on the Project. The insurance policies for insurance required of Contractor and all subcontractors shall be written for not less than the following minimum limits:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Contractor</th>
<th>Subcontractor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Form General Liability Insurance:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$3,000,000.00</td>
<td>$3,000,000.00</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Contractor</th>
<th>Subcontractor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile Liability Insurance:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Contractor</th>
<th>Subcontractor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Errors and Omissions Liability Insurance:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Contractor</th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pollution Liability Insurance:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

Contractor shall provide to District certificate(s) of insurance and endorsements satisfactory to District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to District prior to cancellation. **Except for worker’s compensation insurance, District, the Architect, and the Construction Manager shall be named as an additional insured on all policies.** Contractor’s policy(ies) shall be primary; any insurance carried by District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Certificates and insurance policies shall include the following clause: “This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Chaffey Community College District. Date of cancellation or reduction may not be less than Thirty (30) days, or Ten (10) days for nonpayment of premium, after date of mailing notice.”

30. GUARANTEE TO REPAIR PERIOD AND CORRECTION OF DEFECTIVE WORK: Unless a longer warranty is called for elsewhere in the Informal Bid Documents, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials (the “Defective Work”) for a minimum period of a one (1) year Guarantee To Repair Period from the filing date of the Notice of Completion with the County of San Bernardino, or one (1) year from the written
acceptance of District. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

Contractor shall (i) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (ii) replace, repair, or restore to District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from District's Representative or District, but in no case later than ten (10) days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs resulting from such Defective Work.

31. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

32. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Contractor shall bear all costs arising therefrom.

33. LABOR CODE AND DIR REGISTRATION REQUIREMENTS: Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than One Thousand Dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District or available online at http://www.dir.ca.gov/dlsr. In addition, Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with §1720, and including §§1735, 1777.5 and 1777.6, forbidding discrimination, and §§1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Strict compliance with all DIR registration requirements in accordance with Labor Code §§1725.5 and 1771.1 is a material obligation of Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by Contractor and all of its subcontractors of any tier. The failure of Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

34. PREVAILING WAGES AND CERTIFIED PAYROLL RECORDS: Pursuant to §§1720.6 and 1771 of the Labor Code, the Project is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Bidder, copies of which are on file and will be made available to any interested party upon request at District offices or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful Bidder at the job site. The successful Bidder and all subcontractors under it, shall comply with all applicable laws and regulations, including but not limited to, the Labor Code provisions, which include hours of work, overtime and the employment of apprentices.

Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code §1776 directly to the DIR in accordance with Labor Code §1771.4 on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Monitoring and enforcement of the
prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

Pursuant to §1776 of the Labor Code, Contractor and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall comply with all the requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

35. ANTI-DISCRIMINATION: It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code §12900 and Labor Code §1735. In addition, Contractor agrees to require like compliance by all its subcontractors.

36. ANTI-TRUST CLAIM: Contractor and its subcontractors agree to assign to District all rights, title, and interest in and to all causes of action they may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

37. DISPUTES: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code §20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Services, but will allow determination by the court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute. All claims of over $375,000, which are outside the scope of Public Contract Code §20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over $375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor’s right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

38. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.

39. TERMINATION: If Contractor fails to perform the Services and Contractor’s duties to the satisfaction of District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon District giving written notice thereof to Contractor. Contractor and its performance bond surety, if any, shall be liable for all damages caused to District by reason of Contractor’s failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through
timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of work performed as of
the date of termination, or five percent (5%) of the value of the Services yet to be performed, whichever is
less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractors'
mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of
Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the
parties arising out of any transaction occurring prior to the effective date of termination.

40. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights,
burdens, duties, or obligations under this Contract without the prior written consent of District.

41. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the
provisions and conditions of this Contract.

42. CALCULATION OF TIME: For the purposes of this Contract, “days” refers to calendar days unless
otherwise specified.

43. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the
State of California with venue of any action in San Bernardino County.

44. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors
and assigns, and shall inure to the benefit of said parties and their successors and assigns.

45. DISTRICT WAIVER: District’s waiver of any term, condition, covenant or waiver of a breach of any term,
condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver
of a breach of any other term, condition or covenant.

46. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for
convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this
Contract shall be interpreted for or against a party because that party or its legal representative drafted such
provision, and this Contract shall be construed as if jointly prepared by the parties.

47. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent
jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts,
terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or
provision will be deemed not to be a part of this Contract.

48. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause
required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall
be read and enforced as though it were included therein.

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

[End]
PREVAILING WAGE CERTIFICATION

INFORMAL BID NO. 16P32

BOILER PROJECT

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project.

I hereby certify that I and all my subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code §1725.5 at all times during performance of the Work.

I hereby certify that I and all of my subcontractors (of any tier) shall furnish certified payroll records as required pursuant to Labor Code §1776 directly to the Labor Commissioner in accordance with Labor Code §1771.4 at least on a monthly basis (or more frequently if required by District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: 

Legal Name of Contractor: 

Signature: 

Print Name: 

Title: 

[End]
WORKERS’ COMPENSATION CERTIFICATION

INFORMAL BID NO. 16P32
BOILER PROJECT

Labor Code §3700 in relevant part provides:

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees.

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

Date: ______________________________

Legal Name of Contractor: ______________________________

Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

(In accordance with Article 5 - commencing at §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.)

[End]
ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

INFORMAL BID NO. 16P32
BOILER PROJECT

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

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

Asbestos and/or Asbestos-Containing Materials shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) Asbestos shall be defined as Asbestos-Containing Materials.

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

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

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

Date: ____________________________________________

Legal Name of Contractor: ____________________________________________

Authorized Signature: ____________________________________________

Print Name: ____________________________________________

Title: ____________________________________________

[End]
PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of the Chaffey Community College District, (“District”) and ____________________________, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

BID NO. 16P32, BOILER PROJECT

(“Contract”) which Contract dated [DATE], and all of the Informal Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and ____________________________, (“Surety”) are held and firmly bound unto the Board of District in the penal sum of [WRITE OUT AMOUNT] DOLLARS ($[AMOUNT]), 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, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to District all damages District incurs as a result of the Principal’s failure to perform all the work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his, her, 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 Contract and any alteration thereof made as therein provided, on his, her, or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety’s obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit District’s rights or Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure §337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and 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 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___.

(Affix Corporate Seal)

Principal

By

Print Name and Title of Signatory

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must affix corporate seals for Bidder and Surety, attach a Notarial Acknowledgment for all signatures, and include a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

[End]
PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of the Chaffey Community College District, (“District”) and _____________________________, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

BID NO. 16P32, BOILER PROJECT

(“Contract”) which Contract dated [DATE], and all of the Informal Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in §§9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7 of the Labor Code.

NOW, THEREFORE, the Principal and _____________________________, (“Surety”) are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of [WRITE OUT AMOUNT] DOLLARS ($[AMOUNT]), lawful money of the United States, being a sum not less than the total amount payable by the terms of the Contract, for the payment of which sum well 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 Principal or any of his, her, or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his, her, or its subcontractors of any tier under §13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney’s fee 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 §9100 of the 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 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 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, 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__.

(Affix Corporate Seal)  

_______________________________  
Principal  

_______________________________  
By  

_______________________________  
Print Name and Title of Signatory  

(Affix Corporate Seal)  

_______________________________  
Surety  

_______________________________  
By  

_______________________________  
Name of California Agent of Surety  

_______________________________  
Address of California Agent of Surety  

Telephone Number of California Agent of Surety  

Bidder must affix corporate seals for Bidder and Surety, attach a Notarial Acknowledgment for all signatures, and include a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

[End]
Exhibit “A”

Scope of Work

INFORMAL BID NO. 16P32
BOILER PROJECT
SCOPE OF WORK

1.0 GENERAL REQUIREMENTS

The Contractor shall provide turn-key services to remove and replace three (3) existing boilers located at the Chaffey Community College Central Plant Boiler Room and furnish and install three (3) new Cleaver-Brooks Clearfire Model CFC700-1800-125HW firetube boilers. Contractor shall be responsible for the removal, haul-off and any related fees associated with the manifesting and disposal of the three (3) boilers being replaced. Contractor shall be responsible for the commissioning and operational testing of the three (3) replacement boilers to verify that they are performing at their full rated performance.

The replacement boilers are to be offered as a compact firetube hot water boiler rated for a maximum input of 1,800,000 Btu/hr. The burner shall be a forced draft design with gas and combustion air premixed prior to the burner head. The boiler will be designed for maximum hot water pressure of 125 PSIG.

The boiler shall be a single pass vertical down-fired firetube boiler with no less than 10.0 square feet of heating surface per rated boiler horsepower. It shall be mounted on a structural steel stand with exhaust gasses collected in a polymer drain collection box complete with drain fitting for draining condensation from the products of combustion. The boilers shall be neatly finished, thoroughly tested and properly packaged for shipping. The boiler shall be designed for natural gas firing and is capable of achieving thermal efficiency up to 98% (based on 80° F return temperature at full firing rate).

2.0 BOILER DESIGN

The boiler shall be constructed in accordance with ASME Section IV Code and will receive authorized boiler inspection prior to shipment. A copy of the inspection report shall be furnished to Chaffey Community College District (“District”). The boiler is to be manufactured within an ISO 9001 certified facility. The top tubesheet shall be fully accessible by lifting the burner assembly which shall come complete with lifting hinges and pneumatic lifters. The boiler shall have a built-in hinged platform allowing the operator to access the tubesheet, burner, ignition assembly and flame rod without the use of a ladder. The boiler shall be designed on top rear water outlet and bottom rear water inlet. A threaded air vent connection shall be furnished at the top rear of the boiler for field piping to an expansion tank or for the addition of an auto-vent valve when a bladder type expansion tank is utilized. The pressure vessel shall be constructed with titanium stabilized stainless steel boiler tubes with aluminum extended internal heating surface (AluFer). The firetube internal surface shall be a minimum of four (4) times the external waterside surface area. The pressure vessel shall be of a counter flow design with no minimum return water temperature requirements and no minimum flow requirements. The boiler pressure vessel shall be completely insulated with a minimum of 2” of insulation and shall be encased in an 18-gauge metal cabinet with powder coated finish.

2.1 BOILER TRIM (MOUNTED)

- Probe Type Low Water Cutoff control, manual reset
- High Water Temperature Cutoff, manual reset
2.2 BOILER TRIM (SHIPPED LOOSE FOR FIELD INSTALLATION)

- ASME rated pressure relief valve(s)
- Combination pressure/temperature gauge
- Condensate treatment kit
- Auto Air Vent
- Seismic Support Legs
- Boiler Casing

2.3 BURNER

The burner shall be a unitized Venturi, gas valve, blower, and burner head design. The burner shall incorporate a variable speed DC combustion air fan capable of modulating the burner at a 5:1 ratio from high fire to low fire. The burner head shall be constructed of a Fecralloy-metal fiber for solid body radiation of the burner flame. The burner shall produce less than 70-dBA sound reading at full firing rate. Burner design shall have provision for induction of outside combustion air for sealed combustion. Forced draft burner mounted in and integral with the boiler hinged top door so when the door is opened the burner head, furnace, tubesheet, and tubes are exposed. The burner door shall utilize easy removable threaded handles, and the burner shall swing upward on hydraulic piston arms, one on each side to provide open support of the burner assembly.

2.4 CONTROLS

The boiler shall include a Computerized Boiler Burner control which shall be an integrated, solid state digital micro-processing modulating device, complete with sequence indication, fault reset, mode selection, and parameter set-point switches. It shall be mounted at the front of the boiler panel for easy access and viewing. Controller shall provide for both flame safeguard and boiler control and shall perform the following functions:

- Burner sequencing with safe start check, pre-purge, direct spark ignition, and post purge.
- Electronic ignition.
- Flame supervision.
- Safety shutdown with display of error.
- Modulating combustion fan.
- High limit temperature control.
- Gas pressure supervision, high and low.
- Combustion air proving supervision.
- High air pressure supervision.
- Display of supply temperature and set-point temperature shall be accessible and output shall be continuous PID via 4-20mA current.
- Circulating pump operation.
- Heating loops.

3.0 EMISSIONS GUARANTEE:

The boiler will include an emission control package designed and supplied by Cleaver-Brooks to meet the requirements of the South Coast Air Quality Management District for a NOx emission less than 20 ppm (Corrected to 3% O2) when firing natural gas and CO limit of 10 ppm (corrected to 3% O2) when firing natural gas.
4.0 UTILITY REQUIREMENTS:

Electrical: 120V/1Ph/60Hz
Gas pressure: 7” W.C. to 14” W.C. @ 1,800 CFH

5.0 START-UP SERVICE:

The quoted price shall include the services of a service engineer to supervise starting, adjusting and testing the boiler and to instruct operating personnel in the proper operation and maintenance of the equipment. This service is to be performed when the equipment is completely installed and ready to operate with the operator available to fire the equipment and receive the instructions. Boiler insurance is to be provided by the Contractor before the start-up is ordered. Start-up services will be scheduled two (2) weeks prior to the requested date for start-up.

6.0 WARRANTY:

Refer to the Bid Request Terms and Conditions, Article 30, GUARANTEE TO REPAIR PERIOD AND CORRECTION OF DEFECTIVE WORK for a full description of the parts and labor guarantee and Contractor’s responsibilities for correction of defects and necessary repairs.

7.0 AIR PERMITS:

Any required air pollution permits are to be obtained by contractor/ installer and will assist District in filling out the required SCAQMD form(s) to register the boiler(s).

8.0 SIZE AND RATINGS:
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<th>1000</th>
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<td>12.5&quot;</td>
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<td>H</td>
<td>Centerline to Centerline of Stack Stub</td>
<td>15.4&quot;</td>
<td>15.4&quot;</td>
<td>16.9&quot;</td>
<td>21.0&quot;</td>
<td>21.0&quot;</td>
<td>28.1&quot;</td>
</tr>
<tr>
<td>I</td>
<td>Rear of Boiler to Centerline of Stack Stub</td>
<td>5.4&quot;</td>
<td>5.4&quot;</td>
<td>7.5&quot;</td>
<td>8.1&quot;</td>
<td>8.1&quot;</td>
<td>8.6&quot;</td>
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<tr>
<td>J</td>
<td>Front of Boiler to Rear of Casing</td>
<td>38.8&quot;</td>
<td>38.8&quot;</td>
<td>49.4&quot;</td>
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<td>49.5&quot;</td>
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<tr>
<td>K</td>
<td>Casing Height</td>
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<td>56.2&quot;</td>
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<tr>
<td>L</td>
<td>Air Vent Line Projection</td>
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<td>2.2&quot;</td>
<td>2.2&quot;</td>
<td>2.2&quot;</td>
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<tr>
<td>M</td>
<td>Floor to Centerline of Lower Return</td>
<td>19.5&quot;</td>
<td>19.5&quot;</td>
<td>19.6&quot;</td>
<td>20.7&quot;</td>
<td>21.3&quot;</td>
<td>22.4&quot;</td>
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<tr>
<td>N</td>
<td>Floor to Centerline of Upper Return</td>
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<td>28.7&quot;</td>
<td>30.5&quot;</td>
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<td>O</td>
<td>Floor to Centerline of Supply Connection</td>
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<td>54.3&quot;</td>
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<td>P</td>
<td>Floor to Centerline of Air Vent</td>
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<td>59.9&quot;</td>
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<tr>
<td>Q</td>
<td>Boiler Adjustment Foot Height</td>
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<td>2.5&quot;</td>
<td>2.5&quot;</td>
<td>2.5&quot;</td>
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<tr>
<td>R</td>
<td>Height Above Boiler for Burner Service</td>
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<td>14&quot;</td>
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**CFC 1800 ClearFire Efficiency**

<table>
<thead>
<tr>
<th>Firing Rate%</th>
<th>Return Water Temperature Fo (°C)</th>
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<tr>
<td>68 68),(20)</td>
<td>80 80),(22)</td>
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<tr>
<td>105 105),(33)</td>
<td>120 120),(45)</td>
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<tr>
<td>130 130),(55)</td>
<td>140 140),(66)</td>
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<td>160 160),(77)</td>
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<td>20</td>
<td>99 99</td>
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<tr>
<td>50</td>
<td>98.25 98.25</td>
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<td>75</td>
<td>98 98</td>
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<tr>
<td>100</td>
<td>97.2 96.5</td>
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