

# Folsom City Council Staff Report

<b>MEETING DATE:</b>	7/26/2022
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10896 – A Resolution Rejecting All Proposals Submitted for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project
<b>FROM:</b>	Parks and Recreation Department

### **RECOMMENDATION / CITY COUNCIL ACTION**

Staff recommends that the City Council adopt Resolution No. 10896– A Resolution Rejecting All Proposals Submitted for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project.

### **BACKGROUND / ISSUE**

The Request for Proposals (RFP) for the Folsom City Hall HVAC and Boiler Replacement Design Build Project was published on April 14, 2022, with noticing to electronic bid boards and the City of Folsom website. The Parks and Recreation Department received four proposals on May 3, 2022. The four proposals were evaluated by staff based on the following criteria which was outlined in the RFP:

Project Understanding	30 Points
Relevant Experience	30 Points
<u>Cost</u>	<u>40 Points</u>
Total Possible Points	100 Points

Three staff members evaluated the proposals independently, then held a meeting to collate the results. Following are the results and ranking of the four proposals received.

<b>Contractor</b>	<b>Cooper Oates</b>	<b>AK Mechanical Inc</b>	<b>ACCO Engineered Systems</b>	<b>Air Systems Service &amp; Construction (ASSC)</b>
<b>Project Understanding</b>	28.3	27.3	25.6	18.3
<b>Relevant Experience</b>	27.3	25.6	26.6	11.6
<b>Cost</b>	38.3	33.3	33.3	18.3
<b>Total Points</b>	<b>93.9</b>	<b>86.2</b>	<b>85.5</b>	<b>48.2</b>
<b>Ranking</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

Based on staff’s review and final ranking, Cooper Oates Air Conditioning (COAC) received the highest ranking from the four proposals received.

On May 24, 2022, the City Council approved Resolution No. 10860, which authorized the City Manager to execute a construction agreement with COAC for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project.

Due to an inadvertent error with the notice of intent to award, COAC was notified in writing on June 20, 2022 that the City suspended the award of the contract pending further action by the City Council. Also on June 20, 2022, all proposers were notified that the Council would consider award of the contract at its July 26, 2022 meeting.

As a result of the above, Resolution No. 10860 was rescinded by the City Council at its July 12, 2022 meeting.

On June 27, 2022, a protest to the award of the contact for this project to COAC was received from ACCO Engineered Systems, Inc. (ACCO).

Pursuant to the process laid out in the City of Folsom Standard Construction Specifications, the protest letter was provided to the apparent successful bidder, COAC, and staff requested a response to the claims made in the protest. On June 28, 2022, COAC provided a written response to ACCO’s protest.

**POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, City Council approval is required for contracts in excess of \$66,141.

In accordance with Folsom Municipal Code section 2.36.180, the City Council may reject all proposals when it is for good cause and in the best interests of the City.



## **ANALYSIS**

The City of Folsom received a protest from ACCO on June 27, 2022. ACCO ranked third in the proposal evaluation.

The protest letter asserts that COAC's proposal is non-responsive and identifies certain deficiencies in support of their protest. Based on these alleged deficiencies, ACCO requested that COAC's proposal be deemed non-responsive, such that COAC is not eligible for award of the contract for this project. ACCO also stated that all scores for "project understanding" should be thrown out and, based on the remaining scores, the contract for this project should be awarded to ACCO.

COAC provided a written response to the protest letter, denying each of the allegations and stating that it could and would comply with the project manual and project specifications contained in the RFP. COAC requests that the contract for this project should be awarded to COAC, based on its score as the highest-ranking proposal.

Based on irregularities in both the process and the proposals received, staff recommends that Council reject all proposals. Staff intends to improve the process where needed, re-notice the project, and give any interested proposer an opportunity to submit a proposal for this project.

## **FINANCIAL IMPACT**

There is no financial impact on the general fund. The cost of replacing the City Hall HVAC and Boilers will be funded by American Rescue Plan Act (ARPA) funds.

## **ENVIRONMENTAL REVIEW**

This action by the City Council is exempt from environmental review pursuant to Section 15061(b)(3) (Review for Exemption) of the California Environmental Quality Act (CEQA) Guidelines. The Folsom City Hall Boiler and HVAC Replacement Design-Build Project is exempt from environmental review pursuant to Section 15301 (Existing Facilities) and Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

## **ATTACHMENTS**

1. Resolution No. 10896 – A Resolution Rejecting All Proposals Submitted for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project
2. Protest Letter from ACCO Engineering, Inc.
3. Response Letter from Cooper Oates Air Conditioning

Submitted,

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Lorraine Poggione, Director  
Parks & Recreation Department

## **ATTACHMENT 1**



**RESOLUTION NO. 10896**

**A RESOLUTION REJECTING ALL PROPOSALS SUBMITTED FOR THE FOLSOM CITY HALL BOILER AND HVAC REPLACEMENT DESIGN-BUILD PROJECT**

**WHEREAS**, the HVAC, Boiler, and HVAC control systems at the Folsom City Hall have reached the end of their useful life and are in need replacement; and

**WHEREAS**, the project was publicly advertised on April 14, 2022, and four proposals were received on May 3, 2022; and

**WHEREAS**, Cooper Oates Air Conditioning's Proposal ranked the highest based on evaluation criteria; and

**WHEREAS**, a protest to the award of the project to Cooper Oates Air Conditioning was received on June 27, 2022 from ACCO Engineering Systems, Inc.; and

**WHEREAS**, Cooper Oates Air Conditioning provided a response to the protest on June 28, 2022; and

**WHEREAS**, based on irregularities in both the process and the proposals received, the City Council finds good cause and in the best interests of the City to reject all proposals received for the project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that all proposals received through the public Request for Proposal process for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project are hereby rejected.

**PASSED AND ADOPTED** this 26th day of July 2022, by the following roll-call vote:

**AYES:** Councilmember(s):  
**NOES:** Councilmember(s):  
**ABSENT:** Councilmember(s):  
**ABSTAIN:** Councilmember(s):

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Kerri M. Howell, MAYOR

ATTEST:

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Christa Freemantle, CITY CLERK

## **ATTACHMENT 2**



June 27, 2022

Via Email

City of Folsom  
City Clerk (CityClerkDept@folsom.ca.us)  
50 Natoma Street  
Folsom, CA 95630

**Mechanical Services**  
916 / 520-2100 Voice  
800 / 598-2226 Service  
916 / 520-2150 Fax  
9290 Beatty Drive  
Sacramento, CA  
95826-9702

**RE: Folsom City Hall Boiler & HVAC Replacement Design-Build Project - Bid Award to Cooper Oates Air Conditioning Protest by ACCO Engineered Systems, Inc.**

Dear City of Folsom:

ACCO Engineered Systems, Inc. protests the award of the contract for the Folsom City Hall Boiler & HVAC Replacement Design-Build Project to the apparent awardee, Cooper Oates Air Conditioning. As explained in greater detail below, Cooper Oates Air Conditioning's ("COAC") bid is nonresponsive to the RFP. Further, the proper application of the City's ranking system would make ACCO the intended awardee.

COAC's Bid Is Nonresponsive

Page 6 of the Construction Agreement, the Performance Bond Form, and the Guarantee Form required a two-year warranty/guarantee. COAC's Cover Letter & Statement of Understanding, provides COAC would only be providing a one-year warranty. COAC's response deviates from the general requirements of the project. COAC's bid is nonresponsive and is not eligible for the award.

COAC's failure to provide the required warranty/guarantee also demonstrates a lack of understanding of the project yet it was ranked the highest in all three bid categories – Project Understanding, Relevant Experience, and Cost.

Another area where COAC's bid falls short is treating pre and post air readings as "highly recommend" in its Cover Letter. In other words, COAC excluded that work (approximately \$50,000+ value) even though pre and post air readings are an industry standard and critical in a design-build project. That exclusion should alone be a basis to disqualify COAC's bid. However, despite this qualification by COAC, the City gave COAC the highest score for Project Understanding. This qualification by COAC would also lower COAC's score for price if the \$50,000+ value for this work is added to its bid price.



Additionally, item D, #2 in the Project Overview – Required Information, requires bidders to describe the design process. COAC failed to provide to do this and demonstrates another bid omission.

#### ACCO Should be Awarded the Contract

As noted above, COAC was ranked the highest in all three bid categories despite the demonstrated clear omission of the require warranty that goes to specifically to the category of Project Understanding. How the scoring in the Project Understanding Category is determined is unclear; however, this category has the greatest disparity in awarded scores. How could the City award the highest score in the Project Understanding category to a bidder that clearly lacked a full understanding of the RFP requirements and qualified its price by excluding work.

The appropriate solution is to eliminate the Project Understanding Category from the scoring due to its subjective application. In doing so, ACCO's score for the remaining (objective) categories – Relevant Experience and Cost – would be 59.9. The other two bidders eligible for award – AK Mechanical and Air Systems Service, scores would be 58.9 and 29.9, respectively. Accordingly, ACCO, would have the highest score therefore be the appropriate awardee of the contract.

For the reasons stated above, ACCO respectfully request that its protest be deemed successful and receive the award of the contract at issue.

NOTE: For your ready-reference, following supporting documentation is included with this:

Exhibit A: Bid Results

Exhibit B: Proposal Rankings

Exhibit C: Notice to Contractors

Exhibit D: Project Overview

Exhibit E: Construction Agreement

Exhibit F: Performance Bond Form

Exhibit G: Guarantee Form

Exhibit H: ACCO Bid

Exhibit I: Cooper Oates Bid

Exhibit J: AK Mechanical Bid

Exhibit K: Air Systems Bid

ACCO appreciates the opportunity to raise its concerns regarding the contract award.

Regards,

A handwritten signature in blue ink, appearing to read "Stephen Alwan".

Stephen Alwan, Project Manager  
9290 Beatty Drive, Sacramento, CA 95826  
916-628-0058 / salwan@accoes.com

A handwritten signature in blue ink, appearing to read "Michael Potts".

Michael Potts, Sr. Vice President – Facility Service Group  
9290 Beatty Drive, Sacramento, CA 95826  
916-520-2100 / mpotts@accoes.com

**Exhibit A**

**BID RESULTS**

2:00 P.M. May 3, 2022

Folsom City Hall Boiler HVAC Replacement

Design-Build Project

Contractor	Cooper Oates	AK Mechanical Inc	ACCO Engineered Systems	Air Systems Service & Construction (ASSC)		
<b>Base Bid</b>	\$ 947,825.00	\$ 965,025.00	\$ 967,861.10	\$ 991,469.00	\$ -	\$ -
<b>Rank</b>	1	2	3	4		

Laura Goller  
Authorized Designee

Brad Nelson  
Authorized Designee



**Exhibit B**

**Proposal Ranking**

**May 3, 2022**

**Folsom City Hall Boiler HVAC Replacement**

**Design-Build Project**

<b>Contractor</b>	<b>Cooper Oates</b>	<b>AK Mechanical Inc</b>	<b>ACCO Engineered Systems</b>	<b>Air Systems Service &amp; Construction (ASSC)</b>
<b>Project Understanding</b>	28.3	27.3	25.6	18.3
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<b>Rank</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

## NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City Clerk's Office for the City of Folsom at, 50 Natoma Street, Folsom, California 95630 up to the hour of **2:00 P.M. on Tuesday, May 3, 2022** for construction of:

**CITY OF FOLSOM  
CITY HALL BOILER & HVAC REPLACEMENT  
DESIGN-BUILD PROJECT**

In accordance with the Contract Documents issued by the City of Folsom. Proposals must be submitted on printed forms supplied by the Department of Parks and Recreation enclosed in an envelope marked:

**SEALED PROPOSALS FOR:  
CITY OF FOLSOM  
CITY HALL BOILER & HVAC REPLACEMENT  
DESIGN-BUILD PROJECT**

Copies of the Sealed Proposal forms and accompanying documents (specifications and drawings) are available electronically on-line at [WWW.CIPLIST.COM](http://WWW.CIPLIST.COM)

Contractor's License: A, B or C-20 Air Conditioning/C-4 Boiler

Requests for technical information or clarification shall be directed to the City's representative, Chris O'Keefe [cokeefe@folsom.ca.us](mailto:cokeefe@folsom.ca.us) (916) 461-6684.

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the "City of Folsom" in the sum of ten percent (10%) of the sum of the proposal.

The Contract will be awarded to the lowest responsive responsible Bidder based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. All awards will be made in the City's best interest.

The right to reject any and all bids or waive any informality in any bid received is reserved by the City Council.

Lorraine Poggione  
Parks and Recreation Director



# PROJECT OVERVIEW

## 1. PROJECT DESCRIPTION

The City of Folsom is conducting a formal Request for Proposals (**RFP**) to provide design-build services for the replacement of two (2) Lochinvar natural gas boilers (**BOILERS**) and the Heating Ventilation and Air Conditioning (**HVAC**) equipment and systems at the Folsom City Hall, 50 Natoma Street, Folsom, CA. The contractor shall work with the City of Folsom facilities and local utilities to determine if rebates are available for this project, and to identify replacement boilers that meet the performance criteria called for in the rebate program.

The General / Prime / Contractor / Lead Entity allowed to participate in the RFP process must meet and provide the minimum license requirements as follows:

1. Current and good standing Business License
2. Proof of a valid A, B, or C-20 License for HVAC and electrical work.

Compliance: All service(s) rendered shall be in compliance with all applicable federal, state, local, and OSHA regulations. The selected Contractor shall possess any, or all, required licenses required to perform the requested service.

City affirmatively identifies this project as a “public work” as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

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Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the “City of Folsom” in the sum of ten percent (10%) of the sum of the proposal.

The right to reject any and all bids, or waive any informality in any bid received is reserved by the City Council.

## **2. PROJECT LOCATION**

### **BOILERS**

The two (2) Lochinvar natural gas boilers and associated equipment to be replaced are located on the 2<sup>nd</sup> Floor Mechanical Room of the Folsom City Hall building. Access to the Utility Room is through the City Council Chambers, up two flights of stairs, and across two landings. Access to the Utility Room can also be accomplished by way of a door on the roof. Please see Mechanical Room Location Map in Appendix A.

### **HVAC**

The HVAC units are located on the roof of the Folsom City Hall building. Access to the roof is through the Council Chamber, up two flights of stairs, and across two landings. The roof is accessed through a door in the Mechanical Room. Please see the HVAC Location Map in Appendix B.

## **3. PROPOSAL REQUIREMENTS**

Sealed Proposals will be received by the City Clerk's Office for the City of Folsom at 50 Natoma Street, Folsom, California, 95630, up to the hour of **2:00 P.M. on Tuesday May 3, 2022** for the design-build removal and replacement of gas boilers and HVAC system.

The City of Folsom is seeking qualified contractors for design build work relating to the removal and replacement of gas boilers and HVAC equipment and fixtures, control systems, electrical upgrades and improvements. The contractor is expected to prepare all documents, and provide and install all equipment described in the scope of work.

## **4. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE BOILER REPLACEMENT**

### ***A. Project Start-up Phase***

1. Project Coordination & Mobilization (NTE 5%)

### ***B. Design Phase***

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract's General Conditions to successfully complete the replacement of existing Boiler units to the satisfaction of the City of Folsom.

1. Provide mechanical schematic design drawings for new and modified equipment, including Title 24 compliance documentation.
2. Secure all necessary electrical and mechanical permits, and/or demonstrate proof that quality and standards meets or exceeds Folsom Municipal Code requirements. Obtain No Fee Permit through the City of Folsom Building Department.
3. Determine if the project is eligible for utility rebates and assist City of Folsom staff in preparing rebate submittal if rebates are available.

### ***C. Construction Phase***

1. Disconnect, remove, and legally dispose of offsite the following:
  - a. Two (2) existing Lochinvar PBN0750 boilers.
  - b. Demo existing flue vent, old hot water piping, and gas piping as required to facilitate the installation of the new equipment.
  
2. Provide and install two (2) new boilers (Lochinvar FTXL 97.3% or equivalent)
  - a. Provide new flue vent
  - b. Provide new circuits and disconnects
  - c. Provide new drain pan
  - d. Provide new pump
  - e. Connect new equipment to existing system
  - f. New boilers and pumps to existing HW system
  - g. New boilers to existing gas piping
  - h. Complete Installation of New Equipment
  - i. Insulate new HWS/HWR piping
  - j. Provide pipe identification

### ***D. Project Close-out Phase***

- a. Test new equipment to confirm functionality
- b. Start-up and leak check
- c. Clean-up of project site
- d. Approval from City on installation
- e. Owner training

## **5. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE HVAC REPLACEMENT**

### ***1. Project Start-Up Phase***

1. Project Coordination & Mobilization (NTE 5%)

### ***2. Design Phase***

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract's General Conditions to successfully complete the replacement of existing HVAC units to the satisfaction of the City of Folsom.

The work includes, but shall not be limited to the following:

1. After the work is awarded, the contractor shall conduct a Site Survey and gather all the information required to proceed with the engineering, based on the agreed Scope of Work (SOW). The contractor shall report any discrepancies or necessary changes to the SOW.
  
2. After the Site Survey, the contractor shall design a functioning system based on the agreed SOW. The contractor will prepare engineering drawings using AutoCAD format. These drawings are to be available in electronic format; any additional drawings required for the design package shall be created by the contractor.



3. Upon review and approval of the design and all related submittals, the contractor will then proceed with the permitting, material procurement, and construction phase of the project.
4. The contractor's design drawings shall include, but not be limited to:
  - a. Schedule of equipment showing capacities, models, weights, and accessories.
  - b. All proposed equipment shown on dimensioned drawings.
  - c. Any details and sections that are required to clearly indicate the installation.
  - d. Method of connecting to the facility.
  - e. Any variances or modifications from the City's scope of work.
5. Design Submittal Requirements

The Design-Build Contractor shall obtain all required approvals and permits prior to proceeding with the installation of the work in this SOW. The Design-Build Contractor is responsible for the review of electrical specifications, equipment performance specifications and related design criteria prior to the purchase of equipment, materials, and installation of work. The Design-Build Contractor shall submit the following information considered as the Design Submittal:

Provide engineering drawings and material submittals with equipment type, manufacturer, model, EER Rating, options, quantity; cut sheets, and product warranties (submitted within 10 days from the Notice to Proceed).

**C. Construction Phase**

<b>General Description of Requirements</b>
<p><b><u>HVAC Equipment</u></b></p> <ul style="list-style-type: none"> <li>• Demolish existing HVAC units in accordance with all equipment defined in Attachment B.</li> <li>• Contractor shall be responsible to haul all demolished units and ancillary equipment offsite.</li> <li>• Procure, install, and commission new high efficiency units. Equipment shall meet or exceed efficiency requirements as outlined by prevailing Title 24 Standards &amp; Regulations.</li> <li>• Unit weight shall not exceed 5% above existing HVAC unit weight.</li> </ul>
<p><b><u>Electrical</u></b></p> <ul style="list-style-type: none"> <li>• Disconnect and demo existing electrical connections and disconnect switches.</li> <li>• Install new disconnect switches and conduit to the new units.</li> </ul>
<p><b><u>Plumbing</u></b></p> <ul style="list-style-type: none"> <li>• Demo existing hydronic ball valves, control valves, and strainers as needed.</li> <li>• Furnish, install, and commission new ball valves, control valves, and strainers.</li> </ul>

<ul style="list-style-type: none"> <li>• Demo existing condensate drains and traps.</li> <li>• Install new condensate drains and traps.</li> <li>• Pressure test piping.</li> <li>• Furnish NEBB Certified Report if necessary.</li> </ul>
<p><b><u>Ducting and Air Distribution</u></b></p> <ul style="list-style-type: none"> <li>• Re-use existing ductwork</li> <li>• Evaluate existing VAV system to determine if it can be re-used.</li> </ul>
<p><b><u>Controls</u></b></p> <ul style="list-style-type: none"> <li>• Install smoke detector and connect to existing fire alarm systems.</li> <li>• Install new thermostats</li> <li>• Evaluate the feasibility of installing occupancy sensors.</li> <li>• Replace existing Trane control system with non-proprietary control system.</li> <li>• Furnish as-built control diagrams, label control wiring, sensors, and cabinets.</li> <li>• Integrate new HVAC equipment into the new control system</li> </ul>
<p><b><u>Commissioning</u></b></p> <ul style="list-style-type: none"> <li>• Commission equipment and controls.</li> <li>• Document and submit Commissioning Log for all equipment as outlined in the SOW.</li> </ul>

***D. Project Close-out Phase***

1. Test new equipment to confirm functionality
2. Start-up and leak check
3. Clean-up of project site
4. Approval from City on installation
5. Owner training
6. Close-Out Documents
  - a. List of Manufacturers with contact information and parts reordering information for all products installed.
  - b. As-built drawings of HVAC unit replacements and thermostat installations.
  - c. Commissioning checklist for each HVAC unit as outlined in Attachment C.

**6. General Requirements**

- A. The Scope of Work is provided to the Design-Build Contractor for information purposes only. Design-Build Contractor assumes all the responsibility for site verification of equipment for replacement with high-efficiency units, controls, and other items required to successfully complete the Boiler and HVAC replacements, and meet the necessary building and safety codes.
- B. Design-Build Contractor shall become familiar with details of work in the field and shall advise City of Folsom Project Manager of any discrepancy prior to performing any tasks, including but not limited to existing and proposed equipment quantities, building and area locations, etc. The Design-Build Contractor shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start.

C. The selected contractor will be required to work closely with the designated Project Manager for the City of Folsom. The Contractor shall identify an individual who will serve as the key contact person and to specify other staff who will perform various tasks.

**D. Required information to be included in response to this RFP:**

1. **Cover letter:** signed by an individual authorized to make commitments on behalf of the design-build contractor/team.
2. **Statement of Project Understanding:** Provide a description of the design-build contractor/team's understanding of the project, describing both the design process as well as the construction (build) process of the project. This may be included as part of the Cover Letter.
3. **Relevant Experience:** Provide design-build contractor/team's qualifications and specific project related experience.
4. **Cost Proposal:** Provide a cost proposal, indicating breakdowns per task as identified in the Proposal Form.
6. The successful contractor shall be required to sign the Construction Agreement for Design Build shown in Exhibit A of this RFP.

**7 Instructions for Submitting Proposals**

Three (3) copies of the requested information should be delivered to the following address not later than **2:00 PM on Tuesday, May 3, 2022:**

**City of Folsom, City Clerk's Office**  
Attn: Chris O'Keefe, Facilities Maintenance Supervisor  
50 Natoma Street  
Folsom, Ca 95630

All requests for clarification must be received no later than **April 25, 2022 at 5:00 PM** and must be sent via email to the contact provided below or by mail to the address sited above. Requests for clarification submitted after this date will not be responded to. Responses to requests for clarification will be posted and distributed as an addendum to this RFP and will be posted on the City website, CIPlist.com, and any other venue used by the City for posting this RFP. Requests for clarification should be sent to:

**Chris O'Keefe, Facilities Maintenance Supervisor**  
Email: COKeefe@folsom.ca.us  
Phone: 916-461-6684

Contractor must submit a signed copy of the addendum (if any) with their response as acknowledgement of receiving the additional information.

The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code section 6250, et seq.), unless City identifies and exercises a right or obligation to exempt any record from public disclosure. If a contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, they must clearly



mark the relevant portions of their proposal as “Confidential” and identify the legal basis for exemption from disclosure under the Public Record Act. The City Attorney’s office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. Contractor shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

## **8 Proposal Selection Process and Criteria**

The criteria that will be considered in the evaluation of proposals is summarized below. The City’s final selection will not be dictated on any single criteria, including price. The relative importance of the criteria involves judgment on the part of the City’s selection committee and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Proposals will be evaluated using the following criteria:

Project Understanding	30 Points
Relevant Experience	30 Points
Cost	40 Points
<b>Total Possible Points</b>	<b>100 Points</b>

The above selection criteria are provided to assist the proposer and are not meant to limit other considerations, which may become apparent during the course of the selection process.

The City reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

The Design-Build Contractor/team selected to perform the work will be required to complete the City of Folsom Construction Agreement for Design Build (Attachment A) and must meet the insurance requirements stated therein.

## **9 Rights Reserved by the City of Folsom**

The City reserves the right to waive informalities in proposals. The City is not obligated to award all tasks of the proposal selected but may award any combination of tasks best suited for completion of the project as the City envisions it. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

## **10 Folsom City Hall Existing HVAC Schedule**

<b>Unit</b>	<b>Carrier Model #</b>	<b>CFM</b>	<b>Power</b>	<b>Seer</b>
AC 1	50DK084	35,000	460V	9.3
AC 2	48DJD024	6,200	460V	9.4
AC 3	50DK034	12,000	460V	9.3

AC 4	50DK034	12,000	460V	9.4
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**11 Folsom City Hall Existing HVAC Control System**

Trane Tracer Summit Version 17

**12 Folsom City Hall Existing Variable Air Volume**

1. Titus AESV 3000
2. 30 Cooling Only VAV Boxes
3. 45 Reheat VAV Boxes



# CONSTRUCTION AGREEMENT FOR DESIGN-BUILD SERVICES

**THIS AGREEMENT**, dated for identification as of \_\_\_\_\_, 20\_\_\_\_, is between the **CITY OF FOLSOM**, a municipal corporation, (hereinafter called "City"), and \_\_\_\_\_, (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

## 1. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents.
- B. The Contract Documents shall include the Notice to Contractors, the completed Proposal Form submitted by Contractor, this Agreement, the Bid Bond, the Performance Bond, the Payment Bond, the Standard Construction Specifications, the General Provisions, the Special Provisions, Exhibits, the Contract Drawings and Plans, the Technical Specifications, any project-specific specifications or documents, all duly issued Addenda, Interpretations, Field Instructions, Written Directives, Supplemental Drawings, the Contractor's Guarantee and Bond, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders.
- C. The Standard Specifications shall mean and refer to the current Standard Construction Specifications of the City of Folsom, which are incorporated herein by this reference as if set forth herein.

## 2. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

## 3. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:



**4. CONTRACT AMOUNT AND PAYMENTS**

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **DOLLARS (\$ )** as the stipulated sum price which Contractor bid in his Proposal Form.

**5. PROGRESS AND FINAL PAYMENTS**

Progress and final payments shall be in accordance with the Standard Specifications.

**6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this Contract, City is authorized to charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

**7. TIME OF COMPLETION**

- A. The entire work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
- B. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

**8. INSURANCE**

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the Contract Documents, including, but not limited to, Exhibit A, attached hereto and incorporated herein by reference.

**9. NO WAIVER OF REMEDIES**

- A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

**10. DETERMINATION OF DAMAGES**

- A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Folsom by reasons of the delay in the completion of the project to serve the public at the earliest possible time.
- B. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein

as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

#### 11. LIQUIDATED DAMAGES

- A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be (\$ ) for each **Calendar Day**, continuing to the time at which the work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

#### 12. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

- A. In addition to any rights it may have, City may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.
- B. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

#### 13. CONTRACTOR BANKRUPT

- A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.
- B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

#### 14. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
  - 1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
  - 2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an "*Admitted surety insurer*," which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.
- D. All bonds submitted shall include the following:



1. Full name and address of the Contractor Surety, and the City;
2. Contract Date;
3. Exact Contract Sum;
4. Project Name and Address;
5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;
8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent.

#### **15. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD**

- A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.
- B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.
- C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

#### **16. LABOR CODE AND PUBLIC CONTRACT CODE COMPLIANCE**

- A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.
- B. Contractor and its subcontractors shall fully comply with all the provision of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.
- C. Notice: This project may be subject to the skilled and trained workforce requirement under Public Contract Code section 2600. A "skilled and trained workforce" is defined by Public Contract Code section 2601(d).

#### **17. UNFAIR COMPETITION**

The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

#### **18. GENERAL LIABILITY OF CONTRACTOR**



Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

## **19. AUTHORITY OF THE CITY**

- A. The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.
- B. The City will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and the City's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.
- C. Any order given by the City not otherwise required by the Contract to be in writing shall be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.
- D. Any plan or method suggested to the Contractor by the City, the Architect or Consulting Engineer, or the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

## **20. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.
- B. The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.
- C. The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Contract Documents, within the time specified.

## **21. CORRECTION OF WORK**

- A. The Contractor shall promptly correct all work rejected by the Owner's Representative, Project Inspector or the Architect or Consulting Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work including compensation for the Architect's, Consulting Engineer's Project Inspector's and the Owner's Representative's additional services.
- B. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the City to commence and continue correction of the default or neglect with diligence and promptness, the City may, without prejudice to any other remedy it may have, correct the deficiencies and may further elect to complete that portion of the Work through such means as the City may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other appropriate costs, including compensation for the Architect's or Consulting Engineer's, the Project Inspector's and the Owner's Representative's additional services made necessary by the default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the City.
- C. If within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the City, promptly after receipt of a written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall issue a correction notice promptly after discovering the condition. The Contractor shall notify the City upon completion of repairs. This obligation shall survive termination of the Contract with respect to work in place prior to termination.
- D. The Contractor shall bear the cost of making good work destroyed or damaged by such correction or removal.
- E. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Contractor might have under the Contract Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an action may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the work

## 22. GUARANTEE REQUIRED

- A. In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the City. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided by the City.
- B. The guarantee period for corrected defective work shall continue for a duration equivalent to the



original guarantee period.

- C. Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this Contract in all respects.

### **23. NO CHANGES WITHOUT CONSENT**

- A. No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the City, or by CCD signed by either the City or the Owner's Representative, stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. The Contractor shall, when required by the Owner's Representative, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the City.
- B. Change Orders shall specify the cost adjustments associated therewith, and in no case shall the City pay or become liable to pay any sums different than those specified or those established under Sections 9.04 and 9.05.
- C. Substitutions are considered change orders.

### **24. CHANGE ORDERS**

- A. Subject to legal requirements relating to competitive bidding, the City may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the City, which shall state the agreement of the City, the Contractor, and the Architect or Consulting Engineer upon all of the following:
  - 1. The scope of the change in the Work
  - 2. The amount of the adjustment in the Contract Sum, if any; and
  - 3. The extent of the adjustment in the Contract Time, if any.
- B. All adjustments to the Contract Sum or the Contract Time must be approved by the City.
- C. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

### **25. CONSTRUCTION CHANGE DIRECTIVE/CCD**

Changes also may be made pursuant to a CCD, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. CCD's shall be approved by the City and the Architect or Consulting Engineer, but need not be signed by the Contractor. Upon receipt of a CCD, the Contractor shall promptly proceed with the change in the work involved. It is the intent of the City that all CCD's will be converted into a Change Order. When a CCD is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Contractor on the CCD constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the CCD as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

### **26. EXTENSIONS OF TIME; UNAVOIDABLE DELAYS**

- A. The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the City, upon a finding of good cause for such extension.
- B. As used herein, the following terms shall have the following meanings:
1. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions in which the Owner's Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Contractor or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section, but shall not entitle the Contractor to any adjustment of the Contract Sum.
  2. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the City and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section and/or an adjustment of the Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
  3. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.
- C. The Contractor may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:
1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Contract Sum shall be in accordance with Article 9 and shall be based only on the non-concurrent portion of any Compensable Delay.
  2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay calculated in accordance with subparagraph B1, if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.
- D. Delays in the prosecution of parts or classes of the Work which do not prevent or delay the completion of the whole Work within the Contract Time are not to be considered Excusable or Compensable.
- E. Float or slack time is the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of activities on the Contract Schedule. No time extensions or delay costs will be allowed for delays caused by the City on paths of



activities containing float, providing such delay does not exceed the float time per the latest updated version of the approved Contract Schedule.

- F. Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, the Contractor shall notify the Owner's Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension together with a detailed schedule analysis showing the effect of the delay on the critical path of the Contract Schedule and a quantification of the length of the requested extension of time. Failure of the Contractor to submit such a notice within seven (7) Calendar Days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for extension, and no extension shall be granted as a consequence of such delay.
- G. The City shall have no obligation to consider any time extension request unless the Contractor has complied with the requirements of the Contract Documents, including, without limitation, giving the required seven (7) days' notice and submitting the detailed supporting schedule analysis. The City shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the City to grant time extensions under the Contract Documents, should the Contractor fail to comply with the submission and justification requirements of the Contract Documents for time extension requests. The Contractor's failure to perform in accordance with the Contract Schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by the City.
- H. Upon receipt of a request for extension, the Owner's Representative shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The Owner's Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Contractor in writing within ten (10) Calendar Days of receipt of the request and shall indicate whether it will recommend for or against the extension. Upon receiving the Owner's Representative's recommendation, the Contractor may either concur in the recommendation, or reject the recommendation and proceed with a notice of potential claim and claim as provided for in Article 9.

## **27. DISCRETIONARY TIME EXTENSIONS FOR BEST INTEREST OF THE CITY**

- A. The City reserves the right to extend the time for completion of the Work if the City determines that such extension is in the best interest of the City. In the event that a discretionary extension is granted at the request of the Contractor, the City shall have the right to charge to the Contractor all or any part, as the City may deem proper, of the actual cost of construction management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment for the Work.
- B. In the event a discretionary time extension is ordered over the objection of the Contractor, and the decision rests solely with the City and is not legally compelled for any cause, the Contractor shall be entitled to a contract change pursuant to Article 9 adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon its written application therefor, accompanied with such verification of costs as the Owner's Representative requires. The decision of the City on any discretionary time extension and the costs thereof shall be final and binding.

## **28. TERMINATION FOR CONVENIENCE**

- A. The City may at any time and for any reason, terminate, in whole or in part, Contractor's Work at the City's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities and supplies in connection therewith, and



shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the City, or at the option of the City, the City shall have the right to assume those obligations directly, including all benefits to be derived therefrom. Contractor hereby assigns to the City all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Following receipt of notice of termination, Contractor shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

- B. Upon such termination, Contractor shall be entitled to payment only as follows: (1) Contractor's direct, actual cost of the Work allocable to the portion of the Work completed in conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid costs of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus (3) an allowance of ten percent (10%) of the foregoing costs for Contractor's overhead and profit; plus (4) any proven losses with respect to materials and equipment directly resulting from the termination; plus (5) reasonable demobilization costs. The costs referred to in this Section shall be calculated and documented as required for a Change Order under Article 9 of these General Provisions, except that markup shall be only as allowed by this Section. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment beyond that provided for in this Section.
- C. In connection with any termination for convenience, Contractor shall allow the City and any of its authorized representatives to inspect, audit, or reproduce any records to the extent necessary for the City to evaluate and verify the costs incurred by Contractor in performing the Work, including direct and indirect costs such as overhead allocations. Contractor will make this material available upon 48-hours' written notice from the City. The City may inspect and copy, from time to time and at reasonable times and places, any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), including without limitation, books, papers, documents, subscriptions, recordings, estimates, price quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, and any and all other information or documentation that may, in the judgment of the City have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract Documents. Such records shall include but not be limited to, the following: accounting records, payroll records, job cost reports, job cost history, margin analysis, written policies and procedures, subcontract files (contracts, correspondence, change order files, including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other documents customarily maintained by contractors performing work on public works projects or that the City otherwise deems necessary to substantiate charges related to a Termination.
- D. If this Contract is terminated for default under Section 5.25, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

## 29. TERMINATION FOR CAUSE

- A. The City may terminate the Contract, pursuant to the provisions of this Article, for the following



causes:

1. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
2. The Contractor or any of Subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.
3. The Contractor or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.
4. The Contractor or Subcontractor persistently disregards laws, ordinances, or the instructions of the Owner's Representative, Architect, Consulting Engineer or the City.
5. The Contractor fails to abide by a Stop Work Notice or fails to correct rejected work or materials as required.
6. The Contractor fails to provide and keep in full force and effect all required insurance, or fails to cause all Subcontractors to so comply.
7. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
8. The Contractor commits any substantial violation of the terms and conditions of the Contract Documents which the City, in its sole discretion, finds to be a material breach of the Contract.

- B. The City may, without prejudice to any other right or remedy, give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract.
- C. Unless within seven (7) Calendar Days of the delivery of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and the City, the Contractor's right to complete the Work shall cease and terminate.
- D. In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the rights and obligations set forth in the performance bond. If the City is forced to take over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished.

### **30. TERMINATION AFTER CONTRACT TIME**

- A. In addition to any rights it may have, the City may terminate this Contract at any time after the Contract Time, as adjusted by any extensions of time that the City may have granted.
- B. Upon such termination, in addition to the Contractor's obligations under Section 5.29 and the other provisions of the Contract Documents, the Contractor shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from

such termination date until the Date of Completion, as well as for all losses incurred by the City in completing the Work.

## 31. INDEMNIFICATION

### 1. Construction-related services:

- A. The Contractor shall defend, indemnify and save harmless the City, the Owner's Representative, the Architect, the Consulting Engineer and any of their respective officers, officials, agents, and employees from any and all claims, demands, damages, costs, expenses, attorney's fees, or liability arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, inverse condemnation, equitable relief, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers, and the City, its agents, employees, or independent contractors.
- B. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.
- C. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.
- D. The indemnity obligation also expressly extends to and includes, but is not limited to, any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been or may have been a contributing cause in any degree whatsoever.
- E. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the City or its agents, employees or independent contractors.
- F. In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.
- G. The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.
- H. The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.
- I. The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.



## **2. Design-related services:**

- A. To the fullest extent permitted by law, Contractor agrees to immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, or damages that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Contractor, its subcontractors, sub consultants, agents, and employees ("Claims"). Contractor assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of City, its officers, officials, employees, agents, and volunteers. The Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Contractor's indemnification obligation shall be in proportion to the established comparative fault of Contractor.
- B. The duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor shall be obligated to defend allegations of Contractor negligence, recklessness or willful misconduct, whether Contractor is specifically identified or not in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council members, officers, agents and employees, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are partially responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts in a cross-claim, counter claim, third party complaint or defense (affirmative defense or by reference in the action) that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Contractor's share of the cost to defend shall not exceed Contractor's proportionate percentage of fault, and Contractor may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

## **32. ASSIGNMENT**

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

## **33. AMENDMENTS**

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

## **34. INCIDENTAL BENEFICIARIES**

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than City and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

### 35. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Contractor provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Contractor may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act ("PRA"). Contractor understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Contractor to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Contractor's prior consent or approval.

### 35. MISCELLANEOUS PROVISIONS

- A. **Attorneys' Fees:** In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.
- B. This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.
- C. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.
- D. **Time:** All times stated herein or in any other contract documents are of the essence.
- E. **Binding:** This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of City in the same manner as if such parties had been expressly named herein.
- F. **Survivorship:** Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- G. **Waiver:** In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

### 36. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between the City and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

**37. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

**38. COUNTERPARTS**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

---

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**



IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

**CONTRACTOR:**

*(Must be signed by two officers of the corporation in compliance with Corporations Code section 313.)*

_____	_____
Date	Tax I.D. Number
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

**CITY OF FOLSOM, A Municipal Corporation:**

_____	_____
Date	Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

_____	_____	_____	_____
Christa Freemantle, City Clerk	Date	Stacey Tamagni, Finance Director	Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

_____	_____	_____	_____
Director	Date	Steven Wang, City Attorney	Date

**NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of contractor. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."



**Exhibit F**

**PERFORMANCE BOND**

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**City of Folsom**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF FOLSOM (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, hereinafter designated as the "Principal" a contract for the City of Folsom Sports Court Resurfacing Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and

\_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the **two-year guarantee** of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the CITY's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the CITY may reject any design-builder, contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations 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 Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**



**GUARANTEE FORM**

\_\_\_\_\_ hereby unconditionally guarantees that the Work performed for the (**Folsom City Hall Boiler & HVAC Replacement Design-Build Project**), has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the City of Folsom, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City of Folsom's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City of Folsom, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Folsom of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City of Folsom to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City of Folsom shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Folsom, or its property or licensees, the City of Folsom may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of



this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Folsom's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City of Folsom's rights on such contract.

---

CONTRACTOR'S SIGNATURE

---

PRINT NAME

CITY OF FOLSOM  
CITY HALL BOILER & HVAC REPLACEMENT  
DESIGN-BUILD PROJECT



HVAC SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING  
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING  
BIM/3-D MODELING • FABRICATION • PUMPING AUTOMATION SYSTEMS  
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING

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  - 11. ACCO General Capabilities Brochure**
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May 3, 2022

City of Folsom,  
50 Natoma St  
Folsom, CA 95630

Attn.: Chris O'Keefe

Mechanical Services  
916 / 520-2100 Voice  
800 / 598-2226 Service  
916 / 520-2150 Fax  
9290 Beatty Drive  
Sacramento, CA  
95826-9702

**Reference:** Folsom City Hall Boiler & HVAC Replacement Design-Build Project  
**Location:** 50 Natoma St, Folsom CA

ACCO Engineered Systems is pleased to provide you with our proposal to provide design build labor, materials with tax and equipment for the HVAC systems at the aforementioned building. Our Scope is based on RFP Documents provided. The sequence of installation will be driven by equipment availability and approval from the city. The HVAC portion will be performed in two phases executing two units at a time. From safe off to commissioning, units will be down less than 48 hrs. Boilers will be done together and be down approximately 1-2 weeks. This will be performed during summer months as not to affect building heating. The controls portion will be installed prior to commissioning and integrated with a onetime cut over. Per Project Manual two year warranty will be provided as well as onsite training for controls and new equipment. Additionally the controls system selected is open protocol non-proprietary allowing multiple distribution channels and support options by the city for long term support per request.

As added value ACCO has included (2) alternate proposals. For alternate proposal #1, ACCO will include reheat valves parts and labor. In alternate proposal #2, ACCO and Sunbelt will provide a preventative maintenance on all equipment installed for two years during warranty period.

**Our proposal is based on:**

- Project Manual provided

**Lead Times:**

- RTU current lead time 20-25 Weeks
- Boiler Current lead time 10-12 Weeks
- Control 10-12 Weeks

**Design Phase, approximately 3 weeks:**

1. Kick off meeting, establish schedule and points of contact.
2. Joint site visit with engineering (mechanical, electrical, structural), and controls to validate existing conditions, equipment and dimensions.
3. Pre read existing HVAC equipment airflows and performance by TAB certified technicians. Also validate existing pump performance.
4. Develop design drawings along with complete submittal package and submit for approval.
5. Validate options for available rebates, if available apply for rebates.
6. When approved submit to building department for permit and release equipment.
7. Based on lead times at point of release updated construction schedule furnished.
8. All HVAC, boiler, and controls design will be performed concurrently.



## Cover Letter

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May 3, 2022

Chris O'Keefe, Facilities Maintenance Supervisor  
City of Folsom - City Clerk's Office  
50 Natoma Street, Folsom, CA 95630

RE: City of Folsom City Hall Boiler & HVAC Replacement Design-Build Project

Dear Chris,

We appreciate the opportunity to propose on the City Hall Boiler & HVAC Replacement Design-Build project. We have used the Project Manual, site visit information, and our vast experience in delivering similar projects to assemble this bid.

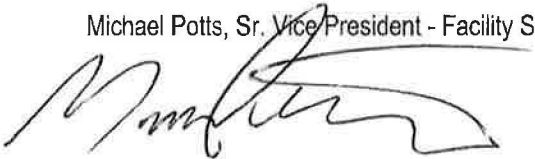
ACCO is a design-build contractor who's focus is owner direct, turn-key solutions with long term support. The first way we intend to bring value is through our cradle through the grave project management approach. ACCO's dedicated Project Manager will remain involved from developing the scope to estimating, construction management, closeout, warranty calls, long term support, and everything in between. For this project, Stephen Alwan will be your dedicated Project Manager. Stephen has vast experience in successfully completing many public sector projects throughout Northern California of similar scope.

In our branch we have in-house engineering for both wet and dry side mechanical, piping fabrication, sheet metal fabrication, and a robust dedicated service department with over 50 service technicians in the field. With extensive public sector project and service experience we have executed a multitude of design build retrofit work which you highlighted in our relevant experience section of this bid package.

Once again, we appreciate this opportunity. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

Michael Potts, Sr. Vice President - Facility Services Group



Stephen Alwan, Project Manager



**Construction Phase 1 HVAC, approximately 4 days:**

1. Safe off disconnect electrical, gas, condensate, control wire AC1 & AC2.
2. Demo and dispose duct work to wall AC2.
3. Demo and dispose per EPA standards AC1 & AC2
4. Furnish and install new ductwork for AC2 from unit to wall.
5. Furnish and install new curb adapters.
6. Furnish and install new Carrier units.
7. Structural anchorage engineered and included.
8. Furnish and install new disconnects, and seal tight from roof penetration to unit.
9. Furnish and install new condensates copper piping to existing roof drains.
10. Furnish and install new flex and drip leg for gas piping on AC2.
11. Perform factory start up and commission units, tie in new controls and smoke detectors.
12. Perform post start up air flow reading to validate system performance.
13. Furnish necessary rigging and trucking of removed and new equipment to and from the project site.
14. Daily removal of debris generated by ACCO personnel.
15. Two-year warranty on all ACCO supplied materials and labor.
16. Close out docs start up reports and T24 reports provided.

**Construction Phase 2 HVAC, approximately 4 days:**

1. Safe off disconnect electrical, condensate, control wire AC3 & AC4.
2. Demo and dispose per EPA standards AC3 & AC4.
3. Furnish and install new curb adapters.
4. Furnish and install new Carrier units.
5. Structural anchorage engineered and included.
6. Furnish and install new disconnects, and seal tight from roof penetration to unit.
7. Furnish and install new condensates copper piping to existing roof drains.
8. Perform factory start up and commission units, tie in new controls and smoke detectors.
9. Perform post start up air flow reading to validate system performance.
10. Furnish necessary rigging and trucking of removed and new equipment to and from the project site.
11. Daily removal of debris generated by ACCO personnel.
12. Two-year warranty on all ACCO supplied materials and labor.
13. Close out docs start up reports and T24 reports provided.

**Construction Phase Boilers, approximately 2 weeks:**

1. Safe off disconnect boilers electrical, water, flue.
2. Demo and dispose per EPA standards off site.
3. Furnish and install new drain pan.
4. Furnish and install two new Lochinvar FTX-75 Boilers. Boilers will be connected and programed to lead lag.
5. Structural anchorage engineered and included.
6. Furnish new gauges, valves, strainers, neutralizer kits.
7. New manufacturer specified and approved stainless steel flue pipe. Pipe to follow existing path and penetrations. Flue mounts and anchorage included.
8. Furnish and install two new Heat Hot Water pumps matching plans performance.

**Controls Scope**  
**8-12 Weeks**

**Infrastructure:**

1. All existing raceways, gutters, and panels shall be used; provide and install raceways, and supports as needed.
2. All existing BMS panel and VAV 24vac transformers shall be used.
3. Provide and install new Bacnet MS/TP Communication cabling to all new proposed DDC devices.
4. Provide and install new Bacnet MS/TP Communication cabling to the new AHU/RTU equipment.
5. Provide and install (1) Work station and (1) building level router.
6. Provide new DDC system licensing at the current revisions including all software patches, and update.

**Variable Air Volume (VAV) Terminal Units; Hardwired Control:**

1. If existing wall penetration raceways, and floor riser raceways shall be reused.
2. Provide and install new communication cable to new room temp sensors, with set point adjust, local override, and LCD.
3. Provide and install (75ea) terminal unit controller's integral damper actuators, and velocity DP transducer.
4. Provide and install (75ea) zone temp sensors, with set point adjust, local override, and LCD.
5. Provide and install (45ea) plenum discharge air temp sensor, zone sensor, and hot water valve.
  - o Provide 10% of the zone sensors with CO2 feature.
6. Reuse all Terminate Unit Hot Water Valves.
7. Provide VAV single zone with hot water reheat vav programming with setpoint adjust (+/-2F).
8. Provide VAV single zone CO2 minimum CFM reset programming for areas requiring demand control ventilation.
  
9. Provide new VAV zone graphic to reflect new equipment controls with the following operator graphical control:



- Cooling and heating set point adjust, CFM setpoint adjust, Damper position override, Zone occupancy override.
- 10. Provide scheduling, alarming and trending of critical points.
- 11. Provide VAV CFM 4-Point calibration for (75) terminal units at the DP inlet Velocity port.
  - Customer shall provide mechanical VAV schedule with designated CFM values.
  - Hood Anemometer measuring register outlet IS EXCLUDED.
- 12. Provide 4-Point calibration documentation for measured results.

#### **AHU Programming Optimization:**

1. All new proposed AHU/RTU shall be controlled by Integration ONLY; all hardwired I/O controls are excluded.
2. All equipment shall be provided with manufacturer supplies, installed, and configured Bacnet MS/TP communication.
3. Provide integration operational programming with terminal zone feedback for servicing AHU reset strategies:
  - Schedule Occupancy
  - Supply Air Temperature Setpoint Reset
  - Supply Duct Pressure Setpoint Reset
4. Provide new AHU/RTU equipment graphic to reflect the available integration points.
5. Provide point trending, and alarming.
6. Provide startup and functional testing support.

#### **Hot Water System:**

1. Re-use the existing DDC panel and 24vac power transformer inside the boiler room.
2. Provide and install (1) Controller with I/O to cover the proposed point plus 10% spare and output HOA.
3. Provide and install the following field components and wire to the Distech controller as shown per M401:
  - (1) outdoor air temperature sensor
  - (2) boiler start/stop output relays
  - (2) boiler status dry contact inputs
  - (1) hot water supply immersion temperature sensor and well
  - (1) hot water return immersion temperature sensor and well
  - (2) pump start/stop output relay
  - (2) pump CT status input
4. Reuse the existing hot water valve/actuator assembly.
  - (1) hot water valve modulating output
5. Provide system supply water setpoint sequence of operation with lead/ standby boiler staging's programming.
6. Provide hot water system setpoint write capabilities.
7. Provide hot water system graphics to reflect the proposed points.
8. Provide hot water system trending and alarming.
9. Provide startup and functional testing support.

#### **B-1, B-2: Integration Monitoring and Control**

1. Provide and install new Bacnet MS/TP cabling to each boiler communication card.
2. Provide Bacnet integration program for the following features:

- each boiler available display/ status points for monitoring
- each boiler supply water writable setpoint
- 3. Provide equipment graphic for each boiler.

#### **Site Graphics:**

1. Provide new site graphical user interface navigation.
2. Provide new first floorplan overview to reflect current wall layout and zoning.
3. Provide new second floorplan overview to reflect current wall layout and zoning.
4. Provide new Rooftop floorplan overview to reflect current wall layout and zoning.
5. Each floorplan overview shall have hyper link to serving AHU/RTU/terminal zone equipment.

#### **Control Drawing:**

1. Provide electric pdf As-Build Control Drawing follow project completion.
2. Provide (2) 17x11 hardcopy As-Build Control Drawing follow project completion.
3. Drawings shall include network riser, network subnet riser, vav unit drawing, and VAV cfm setpoint schedule.
4. Create a database backup following project completion and move to customer designate location.

#### **Controls Assumptions, Clarifications, and Exclusions:**

1. 2-year warranty included.
2. All wiring is assumed to be in plenum cable in accessible ceilings, EMT in all exposed areas.
3. All work shall be performed during normal hours, Monday through Friday.
4. All VAVs are assumed to have existing operational differential pressure /velocity pressure VAV inlet measurement for CFM calibration; additional components and labor for CFM monitoring are subject to change order.
5. All existing 120 volt power shall be extended to new BMS panel; requires de-energized lockout-tag-out for cut-over.
6. Customer shall provide all cooling min/max cfm, and heating min/max cfm setpoint per existing building design.
7. Customer shall provide mechanical sheet for cfm calibration dependent duct sizing, vav inlet sizing, and register count data.
8. All areas of work shall be cleaned daily at shift end, and store e-waste for consolidated removal.
9. All items, equipment, accessories (etc.) not stated within are excluded.
10. All fire system, smoke damper(s) control and monitoring are excluded.
11. All quantity deficiencies in comparison to scope quantities are excluded and subject to change order.
12. All wall painting and patching are excluded.
13. Any existing device, programs, software configurations, actuators, etc. to be reused is assume to be in good working operation; repair and replacements are excluded.

### ASSUMPTIONS and CLARIFICATIONS:

1. At completion of the project an onsite training day will be provided by ACCO and Sunbelt on the new equipment and controls installed.
2. 100% Payment and Performance Bonds are included in pricing.
3. All equipment selections based on existing equipment and plans provided. High efficiency options or rebates are not available for all items. After engineering is completed all high efficiency options will be presented if any to qualify for rebates.
4. This proposal is to be incorporated into the contract. The proposal is based on mutually acceptable schedules, terms & conditions. Any terms and conditions stated herein supersede any other contract statements or wording which may conflict.
5. Any structural improvements, blocking, leveling not included and done by others.
6. Additional engineering mechanical, structural etc. not included unless stated in scope.
7. This proposal is based on the assumption that unobstructed access to the work areas will be provided to ACCO and its subcontractors.
8. ACCO assumes that the existing system and its components to be re-used (HVAC, piping, electrical, roofing, ductwork, etc.) are in proper operating condition. ACCO cannot warrant the performance of existing equipment and systems.
9. Multiple startups at different intervals will be at an added cost. Early start-up during construction is not recommended and may void the warranty of the equipment.
10. In the absence of the reliable as-built drawings as well as limited space access and time allotted for the bid preparation, ACCO has made certain design engineering and estimating assumptions for all work prior to final engineering and construction process. Though unanticipated, there may be some changes to the scope of work based on the unknown at this time, pre-existing conditions and system components sizing. Should they arise, a fair and equitable solution will be agreed to between the Customer and ACCO.
11. Installation of rooftop units is to be reviewed with the Structural Engineer.
12. If requested, ACCO will be replacing the existing outdated HVAC units with new in-kind equipment of equal capacity. These direct like-for-like replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels, and current building use. Unless specifically requested, it is not ACCO' intent to re-design or to modify these systems.

### EXCLUSIONS:

1. Electrical upgrades, its assumed existing electrical can support new units per code.
2. Any Painting required done by others.
3. Acoustical engineering and noise reduction provisions, Structural, Electrical & Civil Engineering; building permits, project bonding.
4. Fire sprinklers, Fire override control, Smoke Detector monitoring or fire life safety controls.
5. Concrete, sheet rock, wood and tile cutting & patching, any sheet rock & concrete work; framing; carpentry; roofing; painting; floors or ceilings, soffits or shafts for ductwork, piping, HVAC units and appliances; roof screens.
6. Duct cleaning, air balance or comfort balance.
7. Overtime labor.
8. Any and all items not specified in this scope and not shown on the mentioned above plans.



## PROJECT PROFILE

# Auburn Jail Boiler Replacements

2775 Richardson Blvd,  
Auburn, CA 95603

**OWNER:**  
Placer County

**ARCHITECT:**  
MFDB Architects, Inc.

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

**MECHANICAL/PLUMBING ENGINEER:**  
Capital Engineering Consultants, Inc.



### PROJECT BACKGROUND

The Placer County Jail is a 100,000+ square foot facility located in Auburn, CA. The project consisted of work in Boiler Rooms 1, 2 & 3.

### PROJECT REQUIREMENTS

- Remove and replace boilers, pumps, water storage tanks.

### WHAT ACCO DELIVERED

This was a design build project for ACCO which required work in separate room in a facility with tight security requirements.

ACCO poured a new housekeeping pad 7'X8'-3"X3 ½" in Room 1 and extended the existing pad in Room 3, excavated, trenched, and connected to (E) waste line, furnished and installed (2) new boilers 400 MBH stacked and (2) 750 MBH boilers, furnished and installed (3) new 752 gallon storage tank and anchored it, furnished and installed pumps with all trim in piping details, furnished and installed new flue pipe through wall and sealed penetrations, tied into hot water supply and return and extended to new location, tied into existing gas line and ran to new location, ran new power circuit to boilers and pumps, performed factory start up and provided start up reports, provided insulation of all new pipe with labels identifying flow and direction, demoed existing boiler tank and piping and disposed, demo existing housekeeping pad and poured back to grade, and replaced fire insulation.



## PROJECT PROFILE

# Claybank HVAC / Controls Upgrade

2500 Claybank Road,  
Fairfield, CA 94533



**OWNER:**  
County of Solano

**ARCHITECT:**  
Staton Engineering

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

### PROJECT BACKGROUND

In April of 2018, Solano County General Services Department Issued a Notice To Bidders for a HVAC and Controls, Replacement and Exterior Repainting Project at the Claybank Detention Facility in Fairfield, CA.

### PROJECT REQUIREMENTS

- Removal & replacement of (5) rooftop air handler units and all mechanical controls.
- Provide temporary AC units for when unit is removed and replaced.

### WHAT ACCO DELIVERED

This project was fast paced with several hurdles ACCO is no stranger to such as the presence of lead at the project site as well as security requirements and constraints due to the site being a detention facility. We made sure to accomplish the work without undue interference with detention facility operations. ACCO was required to follow all security procedures put forth by the Solano County Sheriff's Office as well as participate in frequent status meetings to review and monitor the adherence to the security procedures.

Our scope of work included removing and replacing (5) existing rooftop air handlers, pre-read of all units, duct sealing, truck joint repairs, controls, balance, and piping. It was critical that (1) unit was only down for a maximum of 24 hours in ensure minimal disruption to facility operations.

The successful completion of this project was due in no small measure to ACCO's considerable resources from the initial coordination to the daily turn-around. This project is another example of hard work and team effort.





# PROJECT PROFILE



## Yuba County Health & Human Services

Marysville, CA

**OWNER:**  
Yuba County

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

### PROJECT BACKGROUND

In February of 2020, ACCO submitted a proposal to replace the rooftop units at the Yuba County Health & Human Services building.

### PROJECT REQUIREMENTS

Remove and replace (2) rooftop AC units.

### WHAT ACCO DELIVERED

ACCO commenced this project in February of 2020. Being that this building was occupied and was one that provided services to the public, ACCO was able and willing to perform this work after business hours and on the weekend.

Our work included removing the existing AC units and furnishing and installing (1) 115 ton & (1) 100 ton Petra DX Cooling Box Car unit. We ensured that these units would have redundancy in case one half failed, the other half would run. The overall tonnage of the units were split.

ACCO discovered the existing condensate lines were not correctly installed or trapped to allow condensation to properly flow into the approved existing receptacle, and we quickly worked to provide a new condensate drain line to allow for proper operation in line with OEM and California Plumbing Code requirements.

We furnished and installed new curb adapters, connected the existing ductwork, provided controls integration to the existing system.

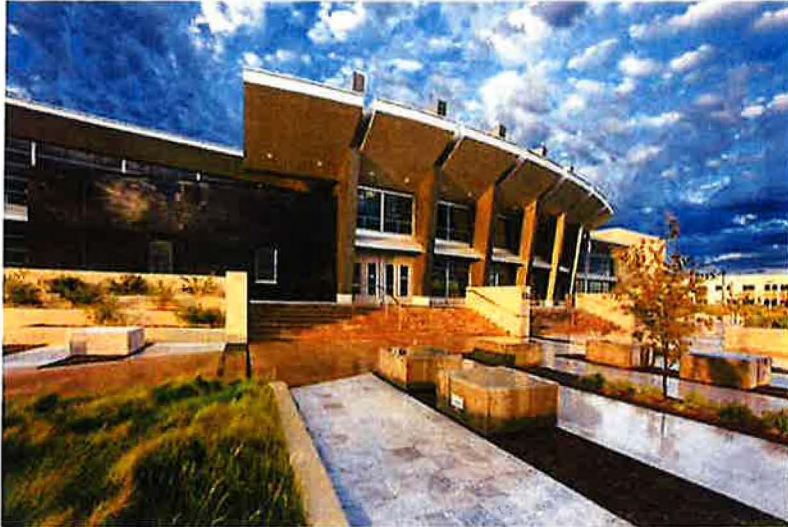
Our team detailed and fabricated custom sheetmetal ductwork adapting to the existing curbs and detailed and fabricated new sheetmetal flashing for the new units.

After completion, we performed start-up to ensure the units were properly operating as well as provided title 24 testing. After the start-up process, we provided training to the owner.





## PROJECT PROFILE



Project Contact:  
Dan Slifer  
DSlifer@placer.ca.gov  
530-889-6801

# Placer County Bill Santucci Justice Center Boiler & Pump Replacement

10820 Justice Center Drive,  
Roseville, CA

**OWNER:**  
Placer County

**ARCHITECT:**  
MFDB Architects, Inc.

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

### PROJECT BACKGROUND

In January of 2019, ACCO submitted a proposal to replace boilers at Placer County Bill Santucci Justice Center Building B.

### PROJECT REQUIREMENTS

- Removal & replacement of (5) rooftop air handler units and all mechanical controls.

### WHAT ACCO DELIVERED

This project was fast paced which ACCO is no stranger to.. We made sure to accomplish the work without undue interference.

Our scope of work included removing and demolishing the existing Laars boiler, furnishing and installing (1) new Lochinvar boiler, (1) pump, (1) expansion tank, (1) wax valve, and (1) secondary pump. We set the new boiler on the existing stand and reconnected the piping and tied into existing controls system. We provided chemicals on the hot water loop and then performed startup and testing of the new boilers and pumps.

The successful completion of this project was due in no small measure to ACCO's considerable resources from the initial coordination to the daily turn-around. This project is another example of hard work and team effort.



## PROJECT PROFILE



# Solano County Library - Fairfield

1150 Kentucky Street,  
Fairfield, CA 94533

**OWNER:**  
Solano County

**ARCHITECT:**  
Stanton Engineering

**MECHANICAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

### PROJECT BACKGROUND

In March of 2018, Solano County Issued an RFP for HVAC and Control work at the Solano County Fairfield Library. ACCO was awarded the project in June of 2018 and we immediately began work to meet the tight deadline.

### PROJECT REQUIREMENTS

Install a new chiller, boiler, ductwork modifications, and install new HVAC controls system.

### WHAT ACCO DELIVERED

After our submittals were approved and we procured the equipment, ACCO proceeded with Phase 1 of the project which included pre-reading the equipment, rebuilding the existing air handler, installing the ductless split system in the IT Room, installed VAV and exhaust fans, started the controls system installation, duct work modifications, site work such as excavation, and air balance.

For Phase 2 of the project we removed and replaced the chiller & boiler, had electrical installed for new plant, and continued with the controls work.

Phase 3 was our final stage which included start-up, test, adjust, and balancing, as well as on-site training.

We subcontracted Garratt Callahan to passivate and treat the evaporative condenser and hot chiller loops plus start-up and service, and we subcontracted Sunbelt Controls to install the controls for the chiller, pumps, and boiler. For the electrical work we subcontracted Schetter Electric.





## Stephen Alwan - ACCOUNT MANAGER

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### Experience | Education

2015-Present	ACCO Engineered Systems, Sacramento, California <i>Account Manager</i>
2000-2015	IN-N-Out Burger, Sacramento, California <i>Facility Manager 37 locations</i>
1999-2002	Sacramento City College , Sacramento, California <i>Mechanical Electrical Technology</i>
1999-2000	High Tech Mechanical, Newcastle, California <i>Service Technician</i>

### Executive Summary

An Auburn local with nearly 20 years of relevant industry and technical experience, Stephen has successfully implemented complex maintenance programs for clients throughout the West Coast. Stephen works with his team to understand the unique needs of his customers and drive concept to successful completion with his strategic project management expertise.

### Project Experience

Placer County , Auburn, California

**Description:** Account Manager, Multi site preventative maintenance 1.5 million square feet, controls, and projects

Farmers & Merchants Bank, Lodi, California

**Description:** Account Manager Multi site preventative maintenance, controls, and projects

Northern California Power Agency, Lodi, California

**Description:** Account Manager Multi site preventative maintenance and projects

Rideout Memorial Hospital, Marysville, California

**Description:** Account Manager Multi site service repair, projects, engineering.

Paratransit, Sacramento, California

**Description:** Account Manager preventative maintenance, projects and controls upgrades.

Solano County , Fairfield, California

**Description:** Projects consisting of central plant replacements, air handler rebuilds/replacements, building controls. replacements



## Mark Holeman P.E. - ENGINEERING MANAGER

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### Experience | Education

- 2008-Present    ACCO Engineered Systems, Sacramento, CA  
*Engineering Manager*
- 2003-2008    California Polytechnic State University, San Luis Obispo, CA  
*B.S. - Mechanical Engineering*

### Professional Activities & Certifications

- Professional Engineer, registered in California (PE) and Washington (PE)
- Member, ASHRAE (American Society of Heating, Refrigeration, and Air-Conditioning Engineers)

### Project Experience

- Sierra College New Education Building, Rocklin, CA
- CSUS Welcome Center, Sacramento, CA
- Del Campo New Science Building, Fair Oaks, CA
- Bryte Culinary Arts, West Sacramento, CA
- UCD North Addition, Sacramento, CA
- UCD Sports Medicine Clinic, Sacramento, CA
- Bogle Cold Storage Warehouse, West Sacramento, CA
- Jackson Labs Invivo, Sacramento, CA
- AMPAC Bldg 05122 Labs, Sacramento, CA
- Joyn Bio, Woodland, CA
- Agilent Building 91 Expansion, Folsom, CA
- Gemini Bio, West Sacramento, CA
- Penumbra, Roseville, CA
- PG&E GOTTC, Winters, CA
- 8 Medical Plaza MOB, Roseville, CA
- Sacramento Natural Foods COOP, Sacramento, CA
- Sutter Medical Foundation MOB - Infusion Pharmacy, OSHPD III, Roseville, CA
- Sutter Medical Foundation MOB - Oncology, OSHPD III, Design-Build, Roseville, CA
- Kaiser Behavioral Health, Elk Grove, CA

## **Mark Holeman P.E. - ENGINEERING MANAGER**

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830 K Street, Sacramento, CA  
1130 K Street, Sacramento, CA

## Adam Miller - PLUMBING/PIPING GENERAL FOREMAN

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### Experience | Education

- 2017 - Present ACCO Engineered Systems, Inc., Sacramento, CA  
*Plumbing/Piping General Foreman*
- 2009 - 2017 Sacramento City Unified School District, Sacramento, CA  
*Plumber*
- 2005 - 2009 JW McClenahan Co., Sacramento, CA  
*Plumbing Foreman*
- 2003 - 2005 Marelich Mechanical, Sacramento, CA  
*Apprentice*
- 2003 - 2007 Local 447 Plumbing/Pipe Fitting Apprenticeship Program, Sacramento, CA

### Professional Activities & Certifications

OSHA 10

### Project Experience

- Sacramento State Academic Information Resource Center, Sacramento, CA
- Placer County Federal Courthouse, Roseville, CA
- River City High School, West Sacramento, CA
- PG&E Training Center, Winters, CA
- State Buildings 8 & 9, Sacramento, CA
- Thunder Valley Casino, Lincoln, CA
- Ponderosa High School, Shingle Springs, CA
- B Street Theater, Sacramento, CA
- Kaiser Sterile Processing Facility, Sacramento, CA
- Roseville High School HVAC Renovation, Roseville, CA
- Agilent Technologies, Folsom, CA
- Hewlett Packard Facilities, Roseville, CA
- Apple Facilities, Elk Grove, CA
- CSUS Well Building, Sacramento, CA
- SMUD Loon Lake, Pollock Pines, CA
- Flatstick Pub, Sacramento, CA



**Resumé**

[continued]



## **Adam Miller - PLUMBING/PIPING GENERAL FOREMAN**

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731 K Street, Sacramento, CA

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**Adam Miller** - Plumbing/Piping General Foreman  
916.520.2100  
admiller@accoes.com

## Phil Onatanian – PLUMBING/PIPING SUPERINTENDENT

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### Experience | Education

- 2010 - Present    ACCO Engineered Systems, Inc., Sacramento, CA  
*Plumbing/Piping Superintendent*
- 2004 - Present    Local 447
- 1996 - 2001      Local 62 Apprenticeship

### Professional Activities & Certifications

- OSHA 10
- Boom/Aerial Lift
- Fork Lift
- CPR
- Med Gas
- Pipe Fusion
- Soldering/Brazing
- Rigging
- Confined Space

### Project Experience

- Salinas Valley Memorial Hospital, Salinas, CA
- Community Hospital Monterey Peninsula, Monterey, CA
- Kaiser Behavioral Health G Street, Sacramento, CA
- Kaiser Behavioral Health, Elk Grove, CA
- Kaiser Morse, Sacramento, CA
- Kaiser Roseville, Roseville, CA
- Kaiser South, Sacramento, CA
- Sacramento Airport, Sacramento, CA
- SMUD Central Plant, Sacramento, CA
- CSUS Welcome Center UTAPS, Sacramento, CA
- UCD North Addition, Sacramento, CA
- Golden 1 Center, Sacramento, CA

## **Phil Onatanian - PLUMBING/PIPING SUPERINTENDENT**

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Adventist Health HQ, Roseville, CA  
Del Campo New Science Building, Fair Oaks, CA  
CSUS Well Expansion, Sacramento, CA  
Sierra College New Instructional Building, Rocklin, CA  
Sierra College Parking Structure, Rocklin, CA  
New Sacramento Courthouse, Sacramento, CA



## Casey Lee - PLUMBING / PIPING FIELD SUPERINTENDENT

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### Experience | Education

2014 - Present      ACCO Engineered Systems, Sacramento, CA  
*Plumbing / Piping Field Superintendent*

### Executive Summary

In the plumbing / piping trade for 13+ years.  
11+ years with local 447.  
7 years experience as a foreman on large fast paced new construction projects.  
2 years experience in plumbing / piping service.  
Well versed in plan reading, plumbing code, plumbing design, and leading crews.  
Experience in Autocad 3D modeling.  
4 years experience with training using trimble layout tools.

### Professional Activities & Certifications

ASME 1X Certified Brazer  
ASSE Certified Medical Gas Installer  
AWWA Certified Backflow Prevention Tester

### Project Experience

Thunder Valley Casino, Lincoln, CA  
California Department of Corrections , Stockton, CA  
7th & H Mercy Housing, Sacramento, CA  
Golden 1 Center, Sacramento, CA  
UC Davis Medical Center, Sacramento, CA  
PG&E Training Facility , Winters, CA  
Mercy General Hospital , Sacramento, CA  
Bogle Winery , Clarksburg, CA

## Chris L. Dunham - SHEET METAL GENERAL FOREMAN

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### Experience | Education

2002 - 2007 Sheet Metal Worker - Local 104 Training  
*5 Year Apprentice Program*

### Professional Activities & Certifications

CPR / First Aid Certified

Scissor Lift, Fork Lift, Rough Terrain Fork, Crane Rigging (trained thru ACCO), Boom Lift

Completion of OSHA 30-Hour Class on 04/27/15

### Project Experience

Kaiser, South Sacramento, CA  
Sierra Nevada Hospital, Grass Valley, CA  
Tahoe Forest Hospital, Truckee, CA  
UC Davis Medical Center, Sacramento, CA  
UC Davis Veterinary Medical Remodel, Davis, CA  
UC Davis Wood Shop Remodel, Davis, CA  
UC Davis Shrem Museum, Davis, CA  
Agilent Technologies, Folsom, CA  
San Juan High School Remodel, Citrus Heights, CA  
State Compensation Insurance Fund, Sacramento, CA  
Solano County Fairfield Library, Fairfield, CA  
Claybank Detention Facility, Fairfield, CA  
Blue Diamond Growers, Sacramento, CA  
Del Oro High School, Loomis, CA  
CSUS Well Building, Sacramento, CA

## Daniel Sesma - SYSTEM OPERATIONS SUPERVISOR

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### Experience | Education

2014 - Present	ACCO Engineered Systems, Inc., Sacramento, CA
2013 - 2014	Intergrated Comfort Solutions, Elk Grove, CA
2004 - 2013	Buffalo Mechanical, Inc., Ripon, CA

### Executive Summary

- Manage start-up and test & balance department.
- Manage manpower.
- Train technicians.
- Field quality inspections.
- Review start-up, title 24, and test & balance reports.
- Provide technical assistance to project managers.
- Conduct team meetings for safety and training.
- Balance workload.

### Professional Activities & Certifications

- STAR Mastery Technician Certification
- ABB Startup Training Course
- G Pro - Green Professional Building Skills Training
- Mechanical Acceptance Test Technician (Title 24)
- Mitsubishi City Multi VFR Service Course
- LG VRF Commissioning Course
- Daikin VRV Training Course
- Yaskawa Variable Frequency Drive Start-Up Certification

### Project Experience

- Adventist Health HQ, Roseville, CA
- Roseville Sutter MOB, Roseville, CA
- SMUD Projects, Sacramento, CA
- Natomas Crossing, Sacramento, CA
- PG&E Winters, Winters, CA
- HGA TI, Sacramento, CA



## Daniel Sesma - SYSTEM OPERATIONS SUPERVISOR

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Antelope Crossing Middle School, Antelope, CA  
Apple Elk Grove Projects, Elk Grove, CA  
Kaiser Permanente Projects, Sacramento, CA  
Sacramento State University Projects, Sacramento, CA  
UC Davis Projects, Davis, CA  
VSP Projects, Rancho Cordova, CA  
Los Rios Community College Projects, Sacramento, CA  
Turlock Irrigation District, Turlock, CA  
Safeway Refrigeration , Reno, NV  
Dyer Kelly Elementary School, Sacramento, CA  
Prime Data Center, Roseville, CA  
830 K Street, Sacramento, CA  
Ragingwire CA1 CH-2 & CH-3, Sacramento, CA  
SMUD Loon Lake, Pollock Pines, CA

**CITY OF FOLSOM**  
**SEALED PROPOSAL**  
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than **2:00 P.M** on **Tuesday, May 3, 2022**, at the City of Folsom City Clerk's Office, 50 Natoma Street, Folsom, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**FOLSOM CITY HALL**  
**BOILER & HVAC REPLACEMENT**  
**DESIGN – BUILD PROJECT**

in the City of Folsom, County of Sacramento, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

<u>ITEM</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
<b><u>BOILER</u></b>						
1.	PROJECT START-UP PHASE	1	LS	\$	5,000	\$ 5,000
2.	DESIGN PHASE	1	LS	\$	8,000	\$ 8,000
3.	CONSTRUCTION PHASE	1	LS	\$	104,468.66	\$ 104,468.66
4.	PROJECT CLOSE-OUT PHASE	1	LS	\$	5,000	\$ 5,000
	<b>SUB-TOTAL BOILER</b>			\$	122,468.66	
<b><u>HVAC</u></b>						
5.	PROJECT START-UP PHASE	1	LS	\$	40,000	\$ 40,000
6.	DESIGN PHASE	1	LS	\$	15,000	\$ 15,000
7.	CONSTRUCTION PHASE	1	LS	\$	775,392.44	\$ 775,392.44
8.	PROJECT CLOSE-OUT PHASE	1	LS	\$	15,000	\$ 15,000
	<b>SUB-TOTAL HVAC</b>			\$	845,392.44	
	<b><u>TOTAL BASE BID BOILER AND HVAC:</u></b>			\$	967,861.10	

Total Project Bid, Item Nos. 1 through 8, shall be (spell out) nine hundred and sixty-seven thousand, eight hundred and sixty-one, and ten cents Dollars.



May 3, 2022

City of Folsom,  
50 Natoma St  
Folsom, CA 95630

Attn.: Chris O'Keefe

**Mechanical Services**

916 / 520-2100 Voice  
800 / 598-2226 Service  
916 / 520-2150 Fax  
9290 Beatty Drive  
Sacramento, CA  
95826-9702

**Reference:** ALTERNATE 1 Reheat Valves: Folsom City Hall Boiler & HVAC Replacement Design-Build Project

**Location:** 50 Natoma St, Folsom CA

**Scope:**

Furnish and install (45) pressure dependent 2-way vales/actuator assemblies. Proposal based on use of propress.

**Price:** \$49,770.76





May 3, 2022

City of Folsom,  
50 Natoma St  
Folsom, CA 95630

Attn.: Chris O'Keefe

**Mechanical Services**

916 / 520-2100 Voice  
800 / 598-2226 Service  
916 / 520-2150 Fax  
9290 Beatty Drive  
Sacramento, CA  
95826-9702

**Reference:** ALTERNATE 2 HVAC & Control Maintenance: Folsom City Hall Boiler & HVAC Replacement Design-Build Project

**Location:** 50 Natoma St, Folsom CA

**Scope:**

Provide (2) years of maintenance on the HVAC equipment that is replaced as well as controls maintenance. Controls maintenance will be performed semi-annually. Boiler maintenance will consist of (1) semi-annual service and (1) annual service. Maintenance on the packaged AC units will be performed on a quarterly basis and includes quarterly MERV13 filters and annual condenser coil cleaning.

\*Detailed tasking can be provided up on request.

**Price:** \$29,000 for 2 years.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 130,000 not less than ten percent (10%) of amount bid.

CERTIFIED CHECK

MONEY ORDER

CASHIER'S CHECK

BID BOND

CONTRACTOR

ACCO Engineered Systems, Inc.

By:

  
Signature

Address:

9290 Beatty Drive

Sacramento, CA 95826

Telephone No.:

916-520-2100

NOTE: As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

License Required: Required license to perform the requested service.

Valid Contractor's License No. 120696 is held by the bidder.

The Expiration date is 12/31/2023.

Dept. of Industrial Relations (DIR) Registration No. 1000000546

Representations contained within this bid are made under penalty of perjury.

## SUB-BIDDER FORM

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.05%) of the Total Cost Base Bid. In addition, this form will be used to determine if the bidder is responsive to Section 2.08 of the General Provisions.

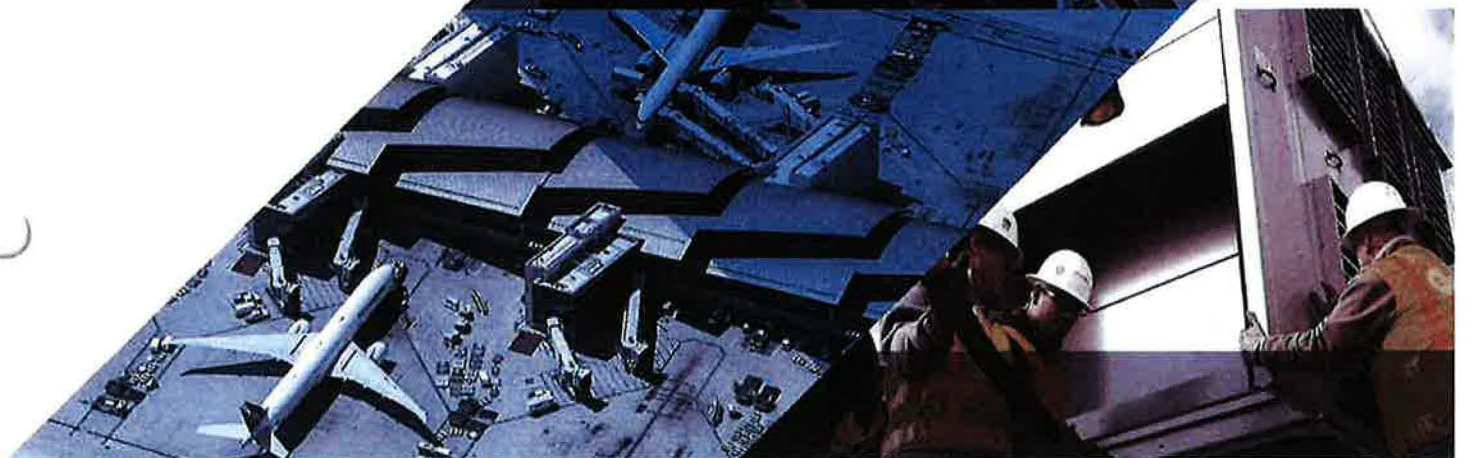
Name of Sub-Bidder	Street Address of Shop, Mill, or Office (Shall be completed within 2 working days of bid opening by apparent low bidder)	License Type and Number	Dept. of Ind. Relations Reg. No.	Portion of Work to be Done by Specification Section	Percentage of Total Work
Sunbelt Controls	1040 Riverside Parkway, #100 West Sacramento, CA 95605	800423 B, C7, C20	1000000551	Controls	26%
Performance Contracting, Inc.	3030 Orange Grove Avenue, North Highlands, CA 95660	474795 B, C-9, C33, C35 C-61/D50, C-61/D10 D-61/D39, C23	1000004922	Insulation	<1%
Schetter Electric	471 Bannon Street Sacramento, CA 95811	B, C10, C-7	1000000101	Electrical	3%
Maxim Crane	17512 Pacific Avenue Pleasant Grove, CA 95668	860395 A	1000009236	Crane & Rigging	1%





**engineered  
systems**

## GENERAL INFORMATION & CAPABILITIES



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HYDRA-ENERGY METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING  
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING  
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS  
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING



# WELCOME TO THE WORLD OF ACCO

ACCO Engineered Systems is an employee-owned mechanical contractor with specialties in heating, ventilating, air conditioning, refrigeration, plumbing, process piping, building automation, industrial construction and service. Through an engineering oriented approach, we provide these services to the new construction and existing building markets. ACCO's driving force is to satisfy the complex, engineered systems needs of buildings/facilities. We do this in a valued-added, cost effective one-stop shop manner by:

- Using our best in class know-how to deliver customized, value-added systems at a competitive level
- Structuring exceptional value deals
- Leveraging our project management and delivery capability to take control, deliver with speed, and provide a single point of accountability





# About ACCO Engineered Systems

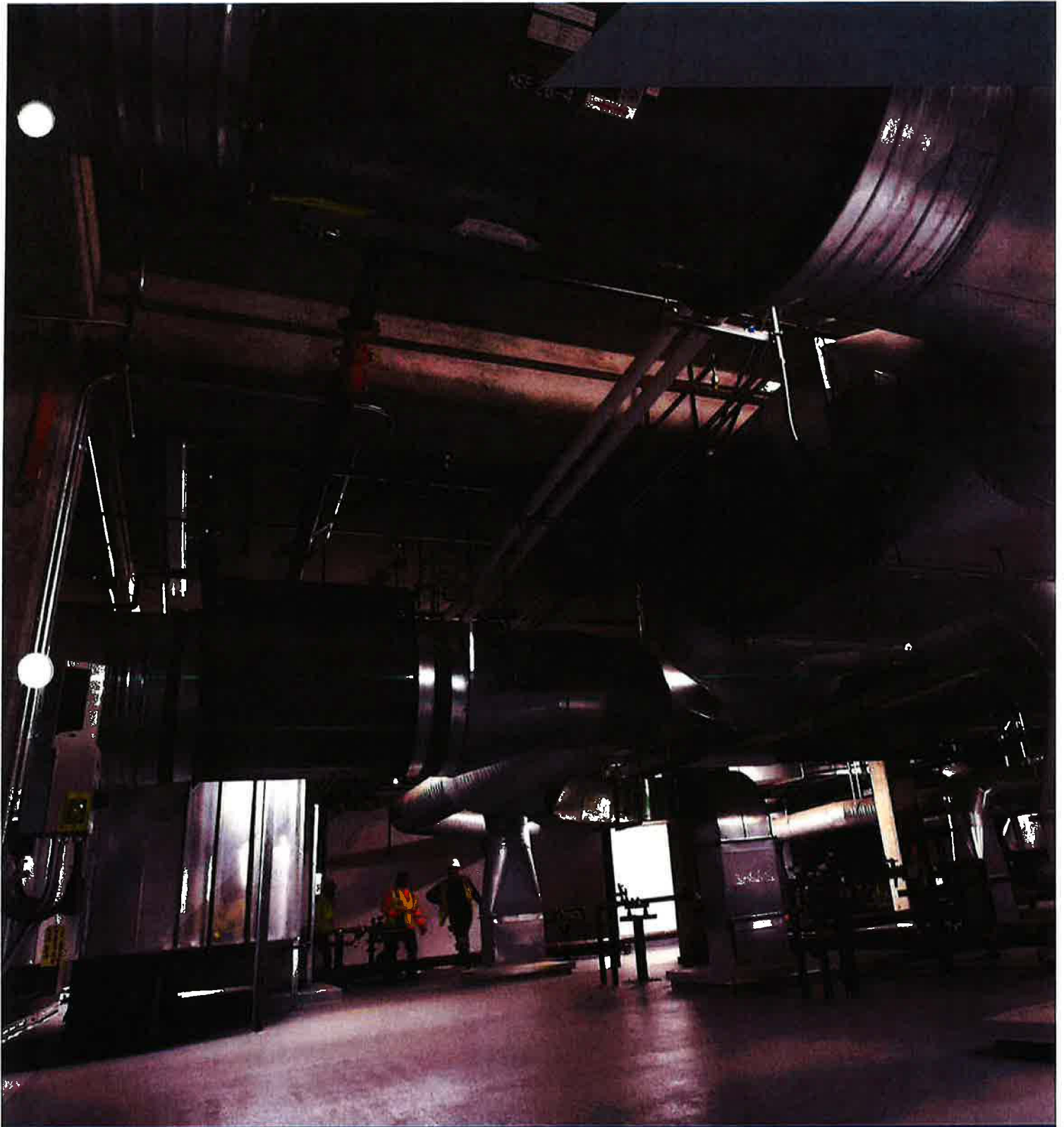
ACCO Engineered Systems was founded in 1934 as Air Conditioning Company (ACCO), a proprietorship, by Ira Prentiss Fulmor at 1005 Santa Fe Street, Los Angeles. The former name of the company was chosen to indicate what the company did because few people knew about air conditioning. In 1949, the business moved from downtown Los Angeles to Glendale, and again in 2019 to Pasadena. In 1950, ACCO transformed from an air conditioning distributor and became an independent corporation. Kenneth D. Simon was President from 1969 to 1980, Theodore M. Seidman was President from 1981 to 1989, followed by John Aversano in 1990, Peter Narbonne in 2014 and Jeff Marrs in 2016.

Over the years, ACCO has grown to become a leader in the design, installation and service of industrial, commercial, high-rise, residential, and institutional air conditioning, heating, ventilation, plumbing, process piping and Direct Digital Control (DDC) systems. ACCO's name was changed in 2002 to ACCO Engineered Systems to better reflect the various aspects of its business. A national trade publication regularly ranks ACCO among the 5 largest heating, ventilating and air conditioning contractors in the nation. ACCO's offices and manufacturing facilities reside on more than 20 acres across the western U.S.

The construction work areas include office buildings, biopharmaceutical, semi-conductor, medical centers and hospitals, micro-electronics, manufacturing plants, entertainment, retail, telecommunications, educational facilities, data centers and high-rise residential. ACCO has completed work in Arizona, California, Florida, Hawaii, Idaho, Illinois, Louisiana, Maryland, Michigan, Nevada, New Jersey, New Mexico, Oregon, Tennessee, Texas, Utah, Virginia, Washington, Washington D.C. and Mexico.

ACCO's headquarters is located in Pasadena, CA, with other principal offices located throughout California, Nevada, Idaho, Oregon and Washington.





ACCO IS A MEMBER OF THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC. (SMACNA), THE MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA, INC (MCAA), AND MECHANICAL SERVICE CONTRACTORS OF AMERICA (MSCA).

# Project Management

## Your Personal Representative

At ACCO, when we accept a job, we accept all the responsibility that goes with it. An ACCO Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, estimating, sales, construction and commissioning. This responsibility continues through final acceptance, as well as the warranty period.

Your project manager's responsibility is to get your job done — on time and on budget. ACCO pioneered this single source of responsibility to ensure strict adherence to all of the project requirements, quality demands and time schedules.

## Keeping Your Project on Schedule

Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status and time-and-cost accounting.

## Diverse Experience & Flexible Approach

ACCO has successfully completed many different types of projects from simple warehouse installations to complex semiconductor and bio-tech fabrication facilities requiring the most advanced technological skills. We can work with an engineer of your choice to develop and analyze systems for your project, or you can utilize ACCO's in-house engineering resources to design a system for your project that meets your quality and budget requirements. In both cases, we guarantee price, performance and schedule.





# Safety

ACCO is a large organization with rapid growth, but safety has remained a core value of our business. We developed a detailed Safety Program to establish compliance with applicable regulations and maintain safety excellence. The result is an industry-leading Experience Modifier Rate (EMR), which reflects workers' compensation loss performance. ACCO's extensive safety training emphasizes the best practices to ensure the health and well-being of our employees. A copy of our Safety Program is available upon request.

## ACCO Provides the Following Safety Training to Our Employees to Protect Them and Those Around Them.

- Employee Safety Orientation
- Confined Space Entry
- Asbestos Awareness
- Respirator Training
- Respirator Fit Testing
- CPR/First Aid
- Fall Protection Awareness
- Forklift Certifications
- Scaffold Awareness
- Trench/Excavation Awareness
- Supervisor Safety Training
- Hazard Communication (SDS)

In addition to this training, ACCO conducts weekly safety meetings with field and shop employees to raise safety awareness. General Foremen Safety Meetings are conducted on a quarterly basis to review incidents and update safety training.

## Injury Management Program

ACCO is committed to ensuring employees who are injured have access to the best rehabilitation resources. ACCO does its best to provide meaningful, temporary alternative work for injured employees. In addition, we make our best efforts to ensure injured employees receive the best medical care available.



# Fabrication & Installation

State-of-the-art fabrication facilities are necessary to control cost and ensure quality in the mechanical contracting industry.

To effectively service our geographical areas of work, ACCO has fully automated, computer-aided fabrication facilities in Commerce (2), Covina, San Leandro, Sacramento, San Diego and Vacaville. These fabrication plants produce in excess of 12 million pounds of fabricated sheet metal per year and more than 270,000 diameter inches of welded and grooved mechanical piping.

Our Los Angeles facilities include a modern 70,000 square foot sheet metal shop with an 11,000 square foot warehouse and tool crib located in Commerce, CA. We also have a piping and plumbing fabrication shop located in Commerce that includes 200,000 square feet of prefabrication and warehouse space with 12 cranes in four bays on a 10-acre parcel.

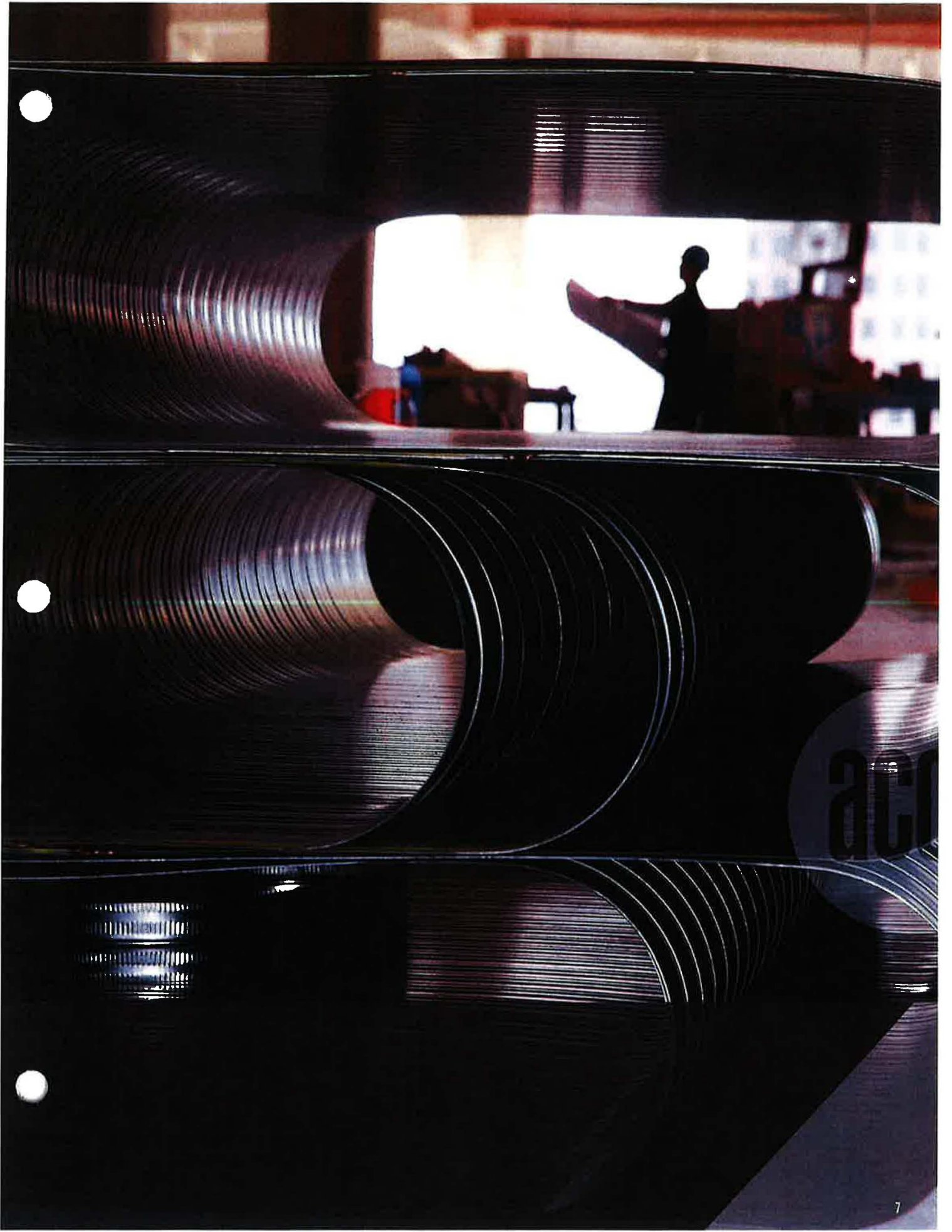
In order to fully serve our Northern California operations, ACCO has fabrication facilities in San Leandro, which include a 38,000 square foot sheet metal fabrication shop, an 18,000 square foot warehouse and tool crib, an 11,000 square foot pipe fabrication shop and a separate 30,000 square foot plumbing fabrication shop.

Our Sacramento facilities include 5,000 square feet of plumbing fabrication, 9,000 square feet of piping fabrication and 17,000 square feet of sheet metal fabrication.

To complement our Los Angeles and Bay Area facilities, we also have a validated process piping fabrication facility in Vacaville, CA, and a piping and plumbing fabrication facility in San Diego.









# ACCO's Project Approaches

## Design-Build

Design-Build brings together a partnership of the owner, architects, general contractors and trades. As part of the Design-Build team, ACCO engineers analyze the owner's requirements, reviewing concepts and systems on a price/performance basis. Realistic project budgets can be established early in the process. Design-Build speeds up the entire construction process as we proceed seamlessly from design into construction with known project costs. Design-Build is the best way to avoid constant change orders, project escalation and cost overruns.

## Integrated Project Delivery

Integrated Project Delivery (IPD) is a concept that has been incorporated into all areas of ACCO's capabilities. As a Design-Assist and Design-Build contractor, we regularly participate in the collaborative design and planning elements IPD is known for, allowing us to determine the best way to accommodate the individual needs of each project. ACCO's Project Managers are unique in that they manage a project's mechanical and/or plumbing scope of work from start to finish, playing an integral role in the design, cost control, construction, commissioning and handover.

## Design-Assist

In the Design-Assist method of delivering work, our engineers work closely with your design and construction team to clarify the operational benefits of the project. We will analyze alternates on a price/performance basis. Our engineers' knowledge of installation, maintenance and long-term operating costs will help deliver the maximum value for dollars spent. When appropriate, we'll recommend using alternative designs, different materials and more efficient installation methods.

DESIGN-BUILD IS THE BEST WAY  
TO AVOID CONSTANT CHANGE ORDERS,  
PROJECT ESCALATION AND COST OVERRUNS.

## Plan-Spec

ACCO brings decades of experience to construction projects that mandate a fixed-price bid on a detailed set of construction documents. We examine the plans and specifications, determine the lowest possible cost and then build exactly what was designed. By working closely with the architect and engineering teams, our project managers anticipate issues and work to avoid change orders and cost overruns.

## Lean Production & Construction

Internally, ACCO manufactures much of its own materials and has implemented Lean methods in order to reduce costs and inventory in our shops. We rely on pull scheduling, which requires effective project planning and efficiency, to reduce the amount of sheet metal and pipe we keep in inventory. Our shops also provide the opportunity to prefabricate and preassemble much of what is delivered to the field—increasing quality and safety due to the clean, controlled shop environment—and reducing labor and installation time in the field. By leveraging shops throughout the western United States, we are able to make more frequent just-in-time deliveries consisting of the exact amount of materials needed for a specific portion of the job. This reduces the impact on other trades in the field by minimizing the amount of material staged on the floor and around the job site.

## Target Value Design

Target Value Design (TVD) is a method closely aligned with Lean production, Lean construction and Integrated Project Delivery. It consists of designing a project to the customer's predetermined budget requirements, rather than establishing cost after the design is completed. TVD builds cost into the design process and minimizes waste in the production and construction process. It is a fundamental change in thinking from "expected costs" to "budgeted costs." The guiding factor for TVD is that the target cost for a project should never be exceeded. Typically, cost follows design. However, on projects where TVD is used, cost dictates what gets designed to ensure that the target cost is not exceeded. One mechanism for providing this rapid cost feedback is extracting quantities from the virtual model and model-based estimates. As a result, rapid cost feedback to the design team is paramount in this process.



# Engineering

## The Foundation

Engineering is the foundation of outstanding mechanical and plumbing systems. The challenge is to transform innovative ideas into practical and reliable systems.

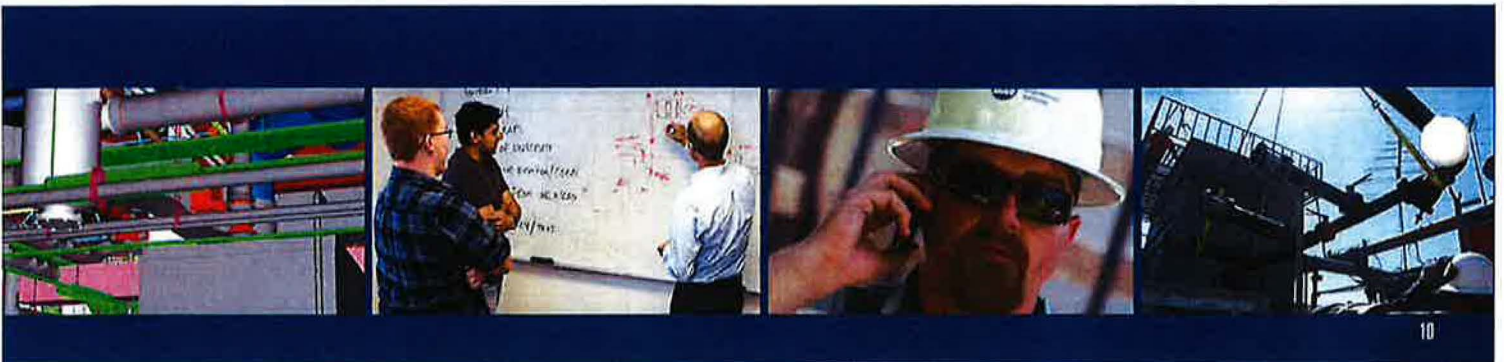
ACCO leads with the right concepts to meet your needs and brings the advantage of system fabrication and installation know-how to capitalize on the best means and methods for cost-effective results.

We focus beyond the initial installation to ensure that your system is designed to last and function reliably for many years under varying conditions and requirements. Our engineers utilize the experience of our commissioning and service professionals to design systems that will be serviceable and perform efficiently for the long term.

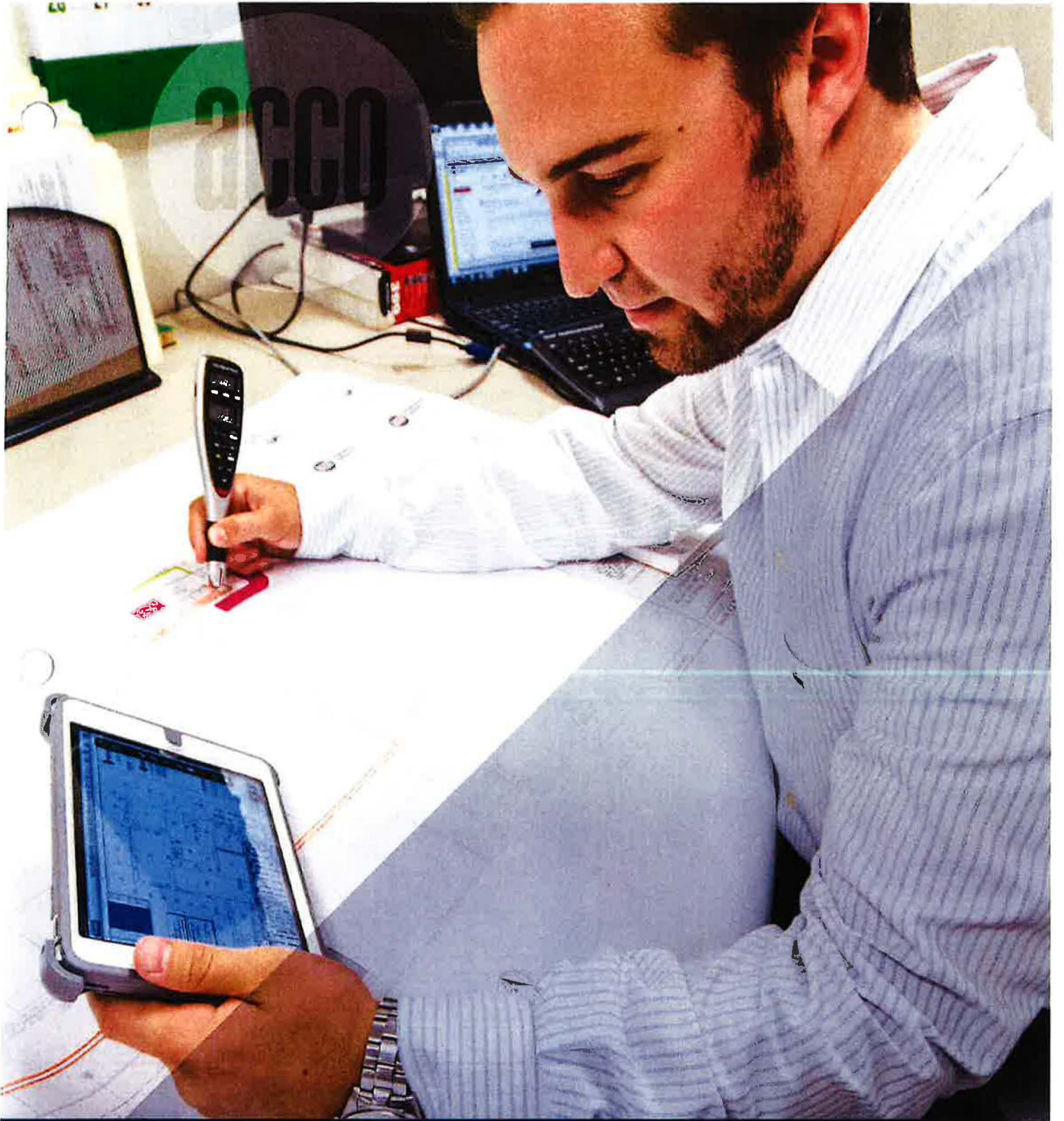
Regardless of project scale or complexity, our engineering staff will work with your design team and contractors to guarantee you are provided with the best design to meet your requirements. We will also ensure your project is complete, coordinated and code compliant.

## Services

- **3-D Modeling and Design Coordination**
- **Preconstruction Services and Planning**
- **Energy Conservation**
- **Systems Evaluation/Comparison and Economic Analysis**
- **Code Compliance or Variances**
- **LEED® Certification**
- **Retrofits & Upgrades**
- **Applications Engineering**







OUR ENGINEERS ARE COMMITTED TO PROVIDING  
CREATIVE SOLUTIONS, COST-EFFECTIVE DESIGNS  
AND RELIABLE PERFORMANCE.



SINCE 1934, OWNERS AND BUILDERS  
HAVE SELECTED ACCO TO DESIGN, INSTALL AND  
MAINTAIN MORE THAN 250,000 MECHANICAL PROJECTS.



## BIM & 3-D Modeling

ACCO stands at the forefront of Virtual Design and Construction (VDC), using three-dimensional (3-D) BIM visualization software for pre-construction trade coordination and product fabrication for HVAC, process, plumbing and industrial projects. Due to the space impact of these systems, ACCO often leads the coordination process and works with the general contractor and subcontractors to facilitate and manage coordination utilizing BIM software such as Autodesk's Navisworks and BIM 360. ACCO has the capability to facilitate 3-D coordination meetings, including creation and management of Clash Detection reports. Coordination meetings can be held in our ACCO offices, facilitated at a jobsite or hosted electronically utilizing Web Conferencing.

ACCO has more than 20 years of experience utilizing 3-D BIM software to accelerate our sheet metal and piping fabrication. ACCO uses Autodesk's fabrication software, which contains a library of fabrication level parts and objects used in both CAD and Revit environments. Applying Lean construction principles, our 3-D capability permits significant prefabrication of duct and pipe, as well as just-in-time delivery.

Our recent experience with challenging coordination projects includes HVAC, process and plumbing scopes within hospitals, laboratories and CGMP manufacturing facilities. ACCO brings knowledge and depth to any design and construction team, providing a catalyst for successful implementation of VDC.

## Heating, Ventilation & Air Conditioning

Mechanical systems are the heart of buildings. They make buildings more marketable, more comfortable and more profitable. A properly designed, installed and maintained mechanical system conserves energy, cuts absenteeism, increases productivity and reduces tenant turnover. It can save a great deal of money.

Since 1934, owners and builders have selected ACCO to design, install and maintain hundreds of thousands of projects. That is because there is more to HVAC at ACCO than heating, ventilation and air conditioning. Where other companies see boilers, pumps, chillers and air handlers, we see entire systems. We see beyond the piping and the sheet metal on the drawings. We look for the best solution to meet your requirements. We evaluate your initial designs to find cost-effective solutions that deliver the same, or superior performance. We recommend smarter alternatives and upgrades to avoid problems and improve efficiency.

Whether we are providing conditioned air for an office building, meeting the acoustical needs of a performing arts theater or designing highly filtered air for bio-pharmaceutical clean rooms, our system-wide approach is unique in the industry. We deliver value, guarantee all your components work together as specified and lower the long-term costs of operation and maintenance.





# Plumbing

ACCO's plumbing department is comprised of more than 1,000 engineers, designers, tradespeople, project managers and support staff. The size and scope of our workforce gives us the capacity to perform projects of all types, sizes and levels of complexity. We utilize the latest technology available to take projects from their conceptual stages through completion. ACCO is recognized in the industry for working on many of the most high-profile projects throughout the western United States.

Our clients demand quality, speed and efficiency. In order to accommodate these needs, we have four dedicated fabrication facilities located in San Leandro, Commerce, Covina and San Diego. These spaces enable us to produce pre-built sections of plumbing systems, equipment skids and finish within a controlled environment. We use Lean production principles to maximize effective production levels. This practice, coupled with our large warehouse capacity, helps eliminate delays due to inventory access. Completed prefabricated materials are delivered to jobsites using just-in-time delivery, minimizing the impact to the project and saving time on even the most ambitious construction schedules.

ACCO Engineered Systems has strong alliances with local unions. A long history of successful labor management and coordination means that your project will not suffer due to the inability to effectively staff a project, no matter the crew size, shift type or schedule.

## Capabilities Include:

- Design-Build/Assist
- 3-D CAD/BIM Detailing
- Preconstruction/VDC
- In-House Engineering
- In-House Prefabrication
- All Commercial and Industrial Project Types
- Full MEP Construction

## Project Types:

- Healthcare/OSHPD
- Mixed-Use Residential
- Hospitality
- Education
- New Construction/Renovations/TI/Retrofits
- Parking Structures
- Core and Shell
- High-Rises
- Laboratories
- Food/Beverage Service and Processing
- Office Buildings
- Themed Entertainment
- Amusement Parks
- Transportation Facilities (Road/Rail/Air)
- Industrial Complexes
- Site Utilities

# Building Automation Systems

ACCO has more than 25 years of experience in the Building Automation industry and offers complete Direct Digital Control (DDC) system solutions. We are one of the largest independent DDC system solution providers in the western United States and employ experts on a diverse range of systems.

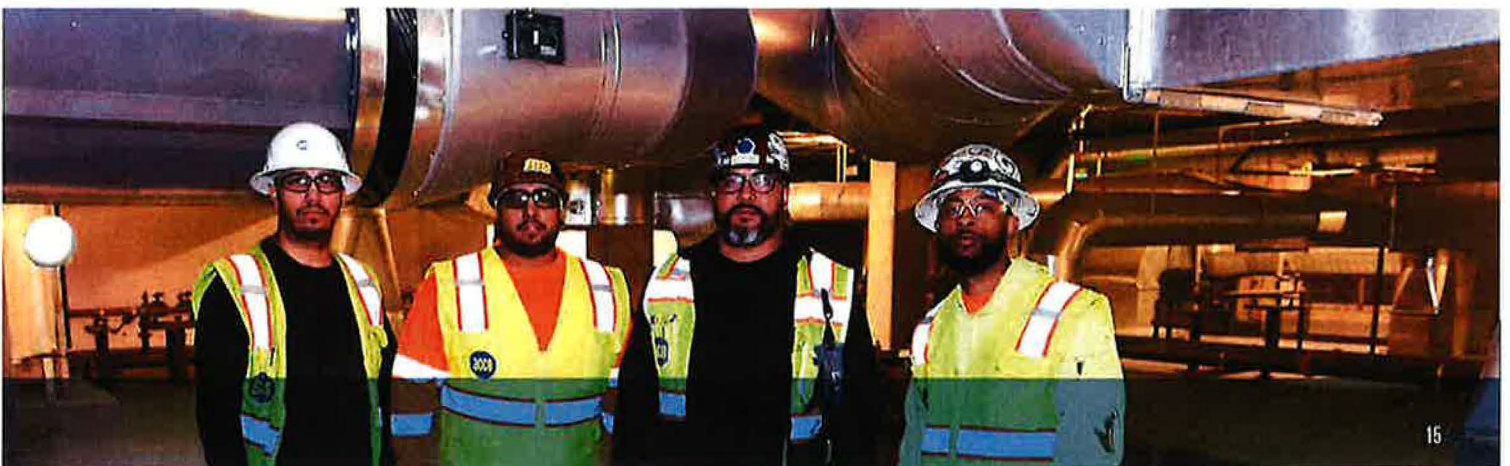
Our goal is to provide superior design, installation and continuous service support for our customers through our dedicated DDC control branch locations. Each location is staffed with experienced project managers, application engineers and highly skilled technicians that are trained in several lines of control products, including: Automated Logic, Distech Controls, Reliable Controls, Johnson Controls, Siemens, Trane and Tridium-based systems. As system integrators, we provide you with the best solution for your facility that will be cost-effective, provide improved occupant comfort, and most importantly, reduce energy consumption. These solutions include, but are not limited to: mechanical and electrical system optimization, energy reduction strategies and lighting control.

Our DDC Project Managers are your point of contact from concept and design, through the budgeting process, installation, commissioning and warranty, with linkage to aftermarket service. There are no hand-offs in this process.

## Industrial Construction

ACCO has a strong commitment to quality, which includes our current ASME/AWS Quality Program and Manual.

- B31.1, 3, 9 & AWS Quality Programs in place
- Site-specific quality plans are authored for each project, ensuring compliance with required specifications
- QA/QC Inspectors are certified in accordance with ASNTTC 1a and/or AWS-QC1 for visual examinations
- ACCO has more than 100 approved welding procedures covering carbon, stainless and chrome steels
- Site-specific safety plans





# Process Piping

As a full service mechanical contractor, ACCO is also at the forefront of customer needs in all aspects of process systems. ACCO's process piping department complements our HVAC and plumbing groups to provide complete mechanical design, fabrication, construction and services offerings to the marketplace.

ACCO is a leader in process piping systems, including pharmaceuticals, bio-pharmaceuticals, industrial, medical devices or diagnostics, micro-electronics, bio-fuels and solar cell manufacturing. We are ready to take responsibility for any phase of the project, from design through installation and commissioning. We are your one source of responsibility for a properly functioning process facility.

Our engineers' in-depth knowledge of FDA requirements enable us to comply with all regulations in the pharmaceutical/bio-pharmaceutical sectors. We study and create innovative solutions for compliance with the Code of Federal Regulations (CFRs), Center for Disease Control and National Institute of Health (CDC/NIH), ASME's Bio-Process Engineering Standards and ISPE Baseline guidelines.

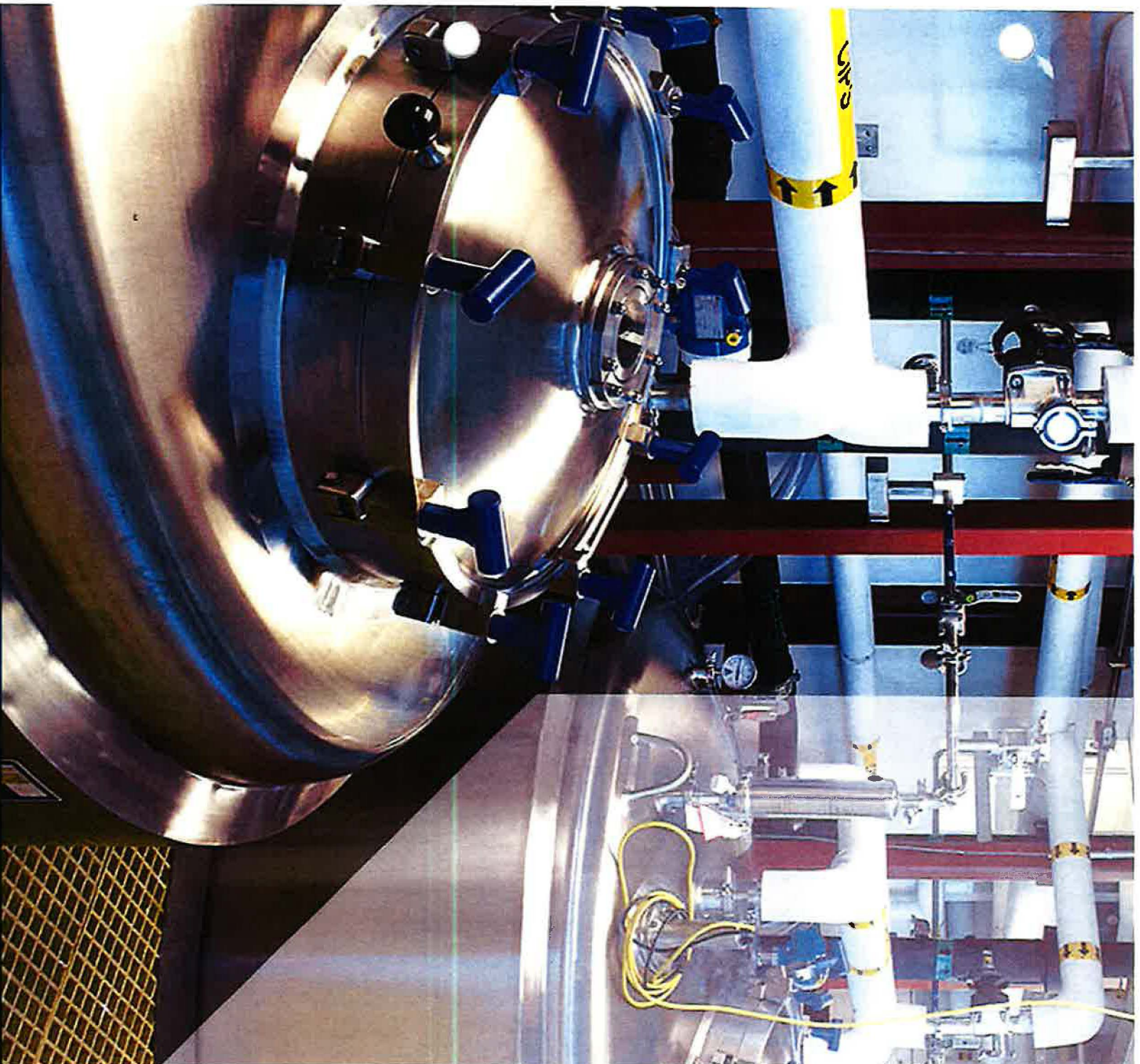
ACCO's advanced Engineering Turnover Package and commissioning programs are your quickest solution to a validation-ready facility. We start the process before any procurement to guarantee a consistent product at completion. Across all systems, each document is correctly requested, collated and organized for quick and easy reference for your validation team.

In the high technology sector, whether it be photonics fabrication for fibre optics, micro-machines or integrated circuits, ACCO can quickly and efficiently design, execute and commission your installation. Our engineering will provide cost-effective design of high purity gas and chemical delivery. Our experienced engineers will guide the design from programming to detailed engineering. We create the P&IDs and quickly turn out 3-D AutoCAD models for form and fit. Our prefabrication and field installation methods will execute an efficient construction schedule. Then, our commissioning experts will ensure all systems are performing to expectations.

ACCO's process piping group is skilled in all types of pharmaceutical and high tech work, including both cGMP and GLP establishments, vivariums and high technology process facilities. Systems include: bulk chemical distribution, ultra-high purity water (including water for injection), clean in place and high purity gas distribution.

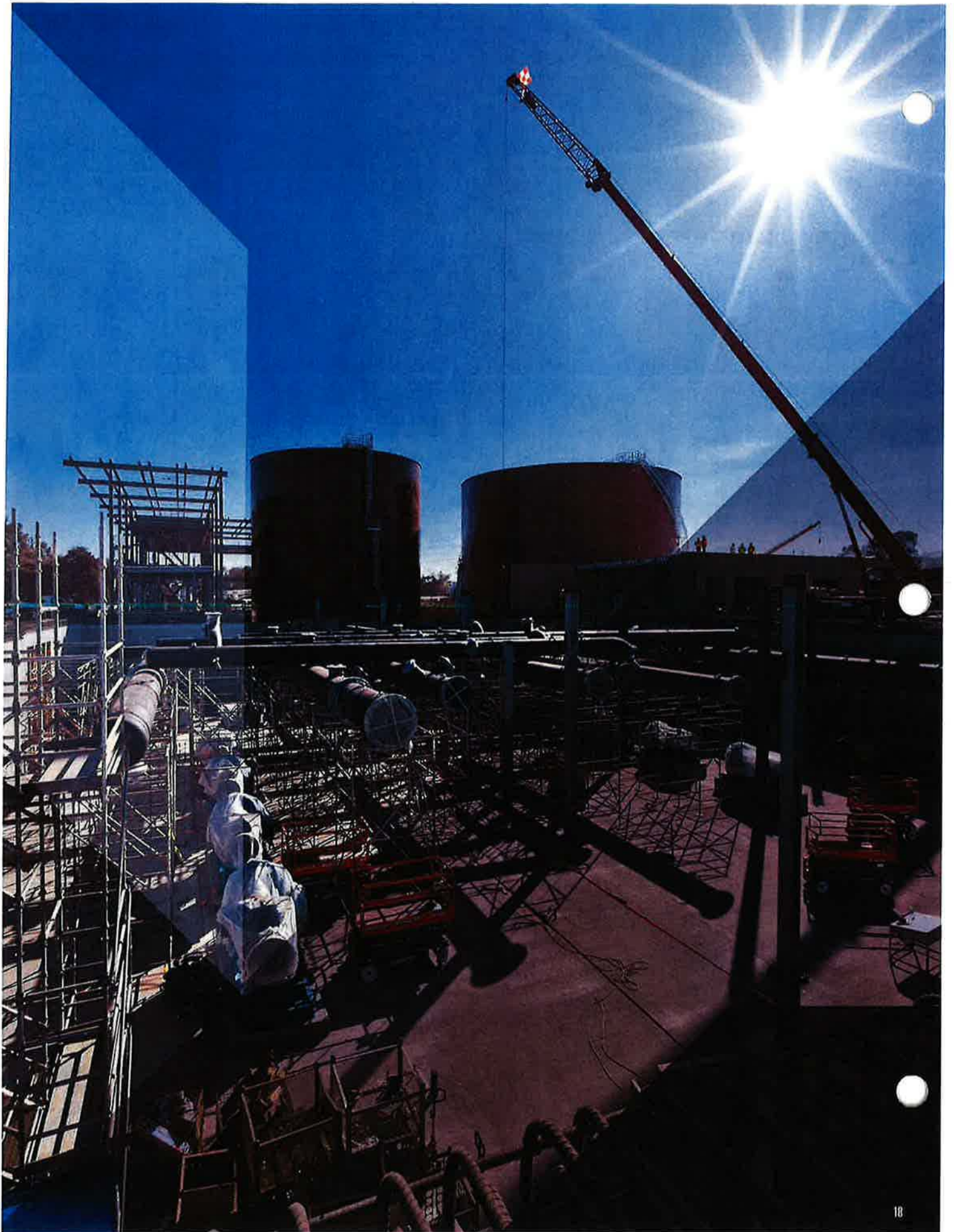






OUR ENGINEERS' IN-DEPTH KNOWLEDGE OF FDA REQUIREMENTS  
ENABLE US TO COMPLY WITH ALL REGULATIONS IN THE  
PHARMACEUTICAL/BIO-PHARMACEUTICAL SECTORS.





# Building Services

ACCO has one of the largest and most experienced service departments in the nation. We provide service and long-term maintenance agreements in more than 11,600 facilities throughout the western United States. Properly maintained mechanical and control systems conserve energy, increase productivity and satisfy the needs of owners, tenants and production managers.

ACCO field service mechanics are trained signatory apprentices and journeymen dedicated solely to servicing HVAC mechanical and plumbing systems, DDC Controls systems and water treatment applications.

ACCO has one of the most modern fleets in the industry. We have more than 1,400 truck and sprinter van-based mobile field mechanics who can respond on-site in less than four hours, 24 hours a day, seven days a week.

ACCO reduces emergency repair costs by providing comprehensive maintenance solutions. This extends the life of the equipment, prevents catastrophic failures and ensures energy efficiency.

ACCO's service team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

## Preventive Maintenance

Protect your investment

## Equipment Repairs

Get your system back up and operating, quickly and expertly, minimizing impact on process and building operations

## Equipment Modernization

Replace, upgrade, modernize, and retrofit your facility's systems due to age, obsolescence or energy efficiency

## Just-In-Time Service Delivery

Guaranteed two-hour emergency response time for our contract customers

## Qualified Technicians

The best and most highly trained in the industry

## Chiller Service

Our Centrifugal Group specialists are trained and certified to service and repair all types of chillers

## Water Treatment

Our qualified technicians can prevent tube fouling, maintaining system capacity and efficiency

## Tenant Improvements

Prevent employee discomfort, reduced productivity, loss of revenue and increased vacancies

## Direct Digital Controls

Designed and installed by ACCO, provide operational efficiency in your processes and building

## Commissioning Services

Ensures that the performance of installed equipment and its peripheral systems operate at their peak by adhering to the design specifications

## Predictive Diagnostic Services

Offers an early warning system, which alerts and minimizes possible equipment failures before they happen





# Commissioning

Office buildings must be comfortable for the occupants. Recording studios must be quiet. Fabrication facilities must be clean. Mechanical systems must be properly designed, installed and set up for proper operation. ACCO is NEBB (National Environmental Balancing Bureau) certified in air and water balance, HVAC compliance, field installation, verification and sound and vibration.

ACCO's commissioning technicians provide the final system balancing, verification and documentation, ensuring the systems function as designed.

## Retro-Commissioning

Commissioning existing buildings offers substantial energy savings and improved operation. Our group is retro-commissioning certified and can assist in obtaining utility rebates where available.

# Energy Services

ACCO is leading the way to a greener tomorrow with our energy services capabilities. Energy service projects are loosely defined as those which incorporate improved levels of energy efficiency and reduced utility costs as a primary project objective and which often incorporate much needed facility infrastructure upgrades as part of the scope of work. By leveraging the resulting energy cost savings, companies are often able to fund replacements and upgrades previously not budgeted.

## ESCO Partnerships

Energy Service Companies (ESCOs) perform energy audits, study environmental impacts of site construction, provide financing to customers and guarantee savings that result from the implementation of various energy efficiency measures. ACCO has a long history of working with established and successful ESCO firms under a partnership arrangement. ACCO supports our ESCO partners by providing manpower, tools, technicians, engineering, budgeting and preliminary layout and design drawings during the pre-construction phase of energy-focused projects. During construction, ACCO provides required manpower and supervision for the mechanical and electrical trades. Oftentimes, at the customer's request, ACCO fills the role of overall site superintendent and oversees the hiring and management of all other construction trades.

## Services

- **Central Plants and Retrofits**
- **Renewable Energy**
- **Energy Efficiency and Retro-Commissioning**
- **Automation and Lighting**



# Building Confidence in Mechanical Design, Construction & Service

ACCO has gained a wealth of knowledge since its founding and has grown to be the largest and most experienced environmental firm in the western United States, and among the top five nationwide.

ACCO has found success by evaluating overall system performance, ease of installation, reliability and long term energy consumption costs and how these variables relate to an owner's needs. Through innovative engineering, comprehensive design solutions, consistent work quality and qualified maintenance; ACCO confidently delivers the best possible solution.

ACCO offers complete in-house engineering, fabrication, installation, commissioning and service capabilities. This integrated delivery system provides customers with the most practical, cost effective solutions for their particular mechanical, plumbing and control system requirements.

Whether your project is a low or high-rise office or residential building, a shopping mall, hospital, semi-conductor fabrication facility or pharmaceutical/bio-pharmaceutical manufacturing plant, ACCO can design, build, install and maintain a mechanical system to meet your needs.

# ACCO LOCATIONS



FOR OFFICE INFORMATION, VISIT US ONLINE AT: **ACCOES.COM**

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License numbers: CA-120696, AZ-ROC276032/ROC080288, HI-CT30891, ID-RCE29927, NV-19551000749/0083321/005552/0002549,

OR-65555, UT-76118975501, WA-UBI601003669, IA-C134181





**Hand Delivered**

May 3<sup>rd</sup>, 2022

Chris O'Keefe  
**Folsom City Hall**  
50 E Natoma Street  
Folsom, CA 95630

**Project: City Hall - Design Build HVAC Replacement Project.**

We are pleased to provide the following description to replace four rooftop VAV packaged units, 2 boilers, and Direct Digital Controls. The controls portion is based on 75 VAVs; 30 cooling only and 45 with reheat coils, four rooftop packaged units (one 80-ton, two 30-ton, and one 20-ton), and two Lochinvar boilers. This proposal is based on project documents provided by the City of Folsom and a job walk with Mr. O'Keefe and facilities staff. We are including mechanical engineering design.

Please note that in order to produce satisfactory results for comfort and proper air distribution, it is highly recommended to have a pre-construction air flow readings (pre-balance) and after construction air balance to maximize results. There is no mention in the project documents of pre-balance or air balance. We are including this as a line item for your knowledge.

Below is our scope of work.

**Assumptions:**

- All interior work will be done during normal working hours, Monday thru Friday 7:00 AM-5:00 PM. Equipment lift will be done over the weekend to minimize disruption and for safety purposes since the building must be vacated during the crane lift.
- All work to be performed concurrently from start to finish, once mobilized. Any delays will be charged separately from this proposal.
- Prevailing wages are required for this project, and we have included them.
- Water valves for VAVs will all be replaced regardless of their condition.

**Rooftop Units Scope of Work:**

- Provide mechanical engineering design by a licensed PE.
- Demo and remove one 80-ton Carrier VAV packaged unit, one 20-ton side discharge gas/electric Carrier packaged unit, two 30-ton Carrier packaged units.
- Provide and install four (4) rooftop packaged units: one 75 tons high capacity, one 20 tons, and two 30 tons w/curb adaptors, VFDs, w economizers, power exhaust.
- Connect new units to existing power supply and condensate (replace disconnects).
- Wire smoke detectors to fire panel (fire panel tie-ins and test by current fire panel contractor).
- Provide Factory Start-up and test.
- Commission new equipment.
- Provide Title-24 acceptance documentation with reports to owners upon project completion.
- Apply for no-fee permit from the City of Folsom.
- One-year parts and labor warranty on all equipment and materials installed.



**Boilers Scope of Work:**

- Demo and remove two Lochinvar boilers.
- Provide and install two new Powerfin Lochinvar boilers, 752MBH. FTXL FTX-725
- Connect new boilers to existing piping. Replace boiler trim and pumps.
- Connect new boilers to new flue pipe.
- Provide start up and test for proper operation.
- One-year parts and labor warranty.

**Carrier iVu DDC Scope of Work:**

- Demo and remove existing control panels in mechanical room.
- Demo and remove seventy-five VAV controllers.
- Provide and install seventy-five new iVu VAV controllers.
- Run a new communication line, existing line is not capable of keeping up with new DDC traffic/speed demands.
- Provide control to the new RTUs and boilers.
- Provide and install new iVu front end in boiler room.
- Replace all 45 reheat valves.
- Program and commission new controllers.
- One-year parts and labor warranty.

**Pre-balance and Air Balance:**

- Provide pre-balance for engineering design.
- Provide air balance based on engineering design.

**The added price to provide air balance will be ..... \$ 53,865**

**Specific Exclusions:**

- Any and all sheetrock access doors.
- Duct leak testing and repairs.
- Any and all equipment platforms or housekeeping pads of any kind.
- Any and all LEED or USGBC requirements.
- Permit fees.
- Structural retrofit.

**Exclusions:**

All cutting, patching, coring, framing, or blocking of any kind; Architectural flashings; Seismic calculations, details, or engineering for same; Mechanical engineering; curb vibration isolators; Painting; Electrical upgrades; motor starters, time clocks, or interlocks; T-bar removal or replacement; Environmental abatement; Permit fees; Furniture removal or reset; Temporary HVAC; Special COVID requirements; existing building conditions; Line of sight; All union affiliations/ agreements; Insurance surcharges for special wording on certificates; Overtime labor.

50 Natoma St – Folsom CA – HVAC/Controls Replacement  
May 3rd, 2022

Page 3 of 3

**Similar project experience:**

**1020 29<sup>th</sup> Street Sacramento:**

Customer Name: Andrew Naify

Design build to replace two 75-ton Trane boxcar rooftop units, replace with DDC all pneumatic controls on 84 VAVs with electric re-heat. Project done during a weekend to replace the units until the units were left running. The controls portion was done in a four-week period due to occupancy. Control brand was JCI. Tenants had threatened to move out because of multiple comfort issues with the HVAC. The result of the project was that the tenants stayed, complaints were reduced to zero and the building owner was able to pay for the project with the \$90,000/year in energy savings.

**110 Woodmere Rd Folsom:**

Customer Name: Jennifer O'Brien

Design build project to replace two 75-ton Trane Box car units, one 750,000BTU boiler, Trane DDC with iVu Carrier controls on 65 VAVs. Project done during two weekends to replace the equipment on the roof. The controls work on VAVs was done during regular hours. The units were 23 years old, and compressors were constantly failing. The Trane control system was obsolete and could not take upgrades anymore. Remote communication became a major issue. New equipment uses 225-amp fuses, old equipment had 350-amp fuses. Energy savings and tenant comfort are a plus.

**3310 El Camino Rd:**

Customer name: Buzz Oates Management Services

Design build project to replace two 90-ton Mammoth VAV rooftop units, one boiler, one cooling tower, pneumatic control system with KMC DDC system. This project was split into two phases, the building is occupied by two State agencies. The existing equipment was old and obsolete, multiple comfort calls were coming to our office until we got the approval to retrofit the equipment. The lower levels had multiple water source heat pumps replaced also. These were connected to the boiler and cooling tower; the Mammoth units had their own water-condenser integral to the units.

**Please contact us should you have any questions.**

Yours truly,

*German Juarez*

916-416-7003

[g-juarez@coacair.com](mailto:g-juarez@coacair.com)



**CITY OF FOLSOM**  
**SEALED PROPOSAL**  
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than **2:00 P.M** on **Tuesday, May 3, 2022**, at the City of Folsom City Clerk's Office, 50 Natoma Street, Folsom, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**FOLSOM CITY HALL**  
**BOILER & HVAC REPLACEMENT**  
**DESIGN – BUILD PROJECT**

in the City of Folsom, County of Sacramento, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>BOILER</u></b>					
1.	PROJECT START-UP PHASE	1	LS	\$ 15,000	\$ 15,000
2.	DESIGN PHASE	1	LS	\$ 12,000	\$ 12,000
3.	CONSTRUCTION PHASE	1	LS	\$ 85,107	\$ 85,107
4.	PROJECT CLOSE-OUT PHASE	1	LS	\$ 25,000	\$ 25,000
	<b>SUB-TOTAL BOILER</b>			<b>\$ 137,107</b>	<b>\$ 137,107</b>
<b><u>HVAC</u></b>					
5.	PROJECT START-UP PHASE	1	LS	\$ 20,000	\$ 20,000
6.	DESIGN PHASE	1	LS	\$ 18,000	\$ 18,000
7.	CONSTRUCTION PHASE	1	LS	\$ 737,718	\$ 737,718
8.	PROJECT CLOSE-OUT PHASE	1	LS	\$ 35,000	\$ 35,000
	<b>SUB-TOTAL HVAC</b>			<b>\$ 810,718</b>	<b>\$ 810,718</b>
	<b><u>TOTAL BASE BID BOILER AND HVAC:</u></b>			<b>\$ 947,825</b>	

Total Project Bid, Item Nos. 1 through 8, shall be (spell out) \_\_\_\_\_

**Nine hundred forty-seven thousand eight hundred twenty five US**

Dollars.

If awarded the contract, the undersigned shall execute said Contract and furnish the necessary bonds within **ten (10) calendar days** after the Notice of Award of said Contract and begin work within **ten (10) calendar days** from and after receipt of written Notice to Proceed from City to Contractor.

In determining the amount bid by each bidder, the City of Folsom (City) shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of **60 working days** commencing on the day the Notice to Proceed is issued.

The amount of the liquidated damages to be paid by the Contractor for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **\$250 (Two-Hundred Fifty Dollars) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor's default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Folsom will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The contractor shall initial below that he has received the appropriate addenda and has incorporated the addenda into his bid.

Addenda Received and Acknowledged

No. 1                      April 29, 2022

No. 2                      \_\_\_\_\_

No. 3                      \_\_\_\_\_

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ \_\_\_\_\_ not less than ten percent (10%) of amount bid.

CERTIFIED CHECK

MONEY ORDER

CASHIER'S CHECK

BID BOND

CONTRACTOR

Cooper Oates Air Conditioning

By:

  
Signature

Address: 6250 Sky Creek Dr

Sacramento, CA 95828

Telephone No.: 916-381-4611

NOTE: As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

License Required: Required license to perform the requested service.

Valid Contractor's License No. 611351 is held by the bidder.

The Expiration date is January 31, 2023.

Dept. of Industrial Relations (DIR) Registration No. 1000000176

Representations contained within this bid are made under penalty of perjury.



## SUB-BIDDER FORM

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.05%) of the Total Cost Base Bid. In addition, this form will be used to determine if the bidder is responsive to Section 2.08 of the General Provisions.

Name of Sub-Bidder	Street Address of Shop, Mill, or Office (Shall be completed within 2 working days of bid opening by apparent low bidder)	License Type and Number	Dept. of Ind. Relations Reg. No.	Portion of Work to be Done by Specification Section	Percentage of Total Work
Maxim Crane	7512 Pacific Ave Pleasant Grove CA 95668	860395	1000009236	Equipment Lift Crane Services	3%
Automated Electric Inc	11300 Sanders Dr Ste 9 Rancho Cordova CA 95742	C-10, C-20 981065	1000004291	Controls	20%
Pacific Power Electric	251 Opportunity St Ste B Sacramento, CA 95838	C-10 2013923	1000048835	Electrical disconnects	3%
Circo Balance	4100 Florin Perkins Sacramento, CA 95826	C-61, D-62 624117	1000048835	Air balance pre-balance	5%



AK Mechanical Inc.  
1040 Paso Diablo Ct.  
Placerville, Ca. 95667  
Ca. Lic. 973241  
Phone 530 417 2862

## City Of Folsom HVAC Replacement Proposal

### Table of Contents

- 1: RFP
- 2: Cover Letter / Scope
- 3: Cost Proposal
- 4: Relevant Experience
- 5: Contractors License and Business License

**PARKS AND RECREATION DEPARTMENT**  
48 NATOMA STREET  
FOLSOM, CALIFORNIA 95630

COPY



**CITY OF**  
**FOLSOM**  
PARKS & RECREATION  
DEPARTMENT

**PROJECT MANUAL  
FOR  
FOLSOM CITY HALL  
BOILER & HVAC REPLACEMENT  
DESIGN-BUILD PROJECT**

**No Fee**

**FOR PRE-PROPOSAL INFORMATION CONTACT  
CHRIS OKEEFE  
COKEEFE@FOLSOM.CA.US  
(916) 461-6684**

**PROPOSALS TO BE RECEIVED BEFORE  
2:00 P.M., TUESDAY MAY 3, 2022 AT:**

**CITY OF FOLSOM  
CITY CLERK'S OFFICE  
ATTN: CHRIS O'KEEFE  
50 NATOMA STREET  
FOLSOM, CA 95630**



## **NOTICE TO CONTRACTORS**

Sealed Proposals will be received by the City Clerk's Office for the City of Folsom at, 50 Natoma Street, Folsom, California 95630 up to the hour of **2:00 P.M. on Tuesday, May 3, 2022** for construction of:

### **CITY OF FOLSOM CITY HALL BOILER & HVAC REPLACEMENT DESIGN-BUILD PROJECT**

In accordance with the Contract Documents issued by the City of Folsom. Proposals must be submitted on printed forms supplied by the Department of Parks and Recreation enclosed in an envelope marked:

### **SEALED PROPOSALS FOR: CITY OF FOLSOM CITY HALL BOILER & HVAC REPLACEMENT DESIGN-BUILD PROJECT**

Copies of the Sealed Proposal forms and accompanying documents (specifications and drawings) are available electronically on-line at [WWW.CIPLIST.COM](http://WWW.CIPLIST.COM)

Contractor's License: A, B or C-20 Air Conditioning/C-4 Boiler

Requests for technical information or clarification shall be directed to the City's representative, Chris O'Keefe [cokeefe@folsom.ca.us](mailto:cokeefe@folsom.ca.us) (916) 461-6684.

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlst/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the "City of Folsom" in the sum of ten percent (10%) of the sum of the proposal.

The Contract will be awarded to the lowest responsive responsible Bidder based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. All awards will be made in the City's best interest.

The right to reject any and all bids or waive any informality in any bid received is reserved by the City Council.

Lorraine Poggione  
Parks and Recreation Director

# PROJECT OVERVIEW

## 1. PROJECT DESCRIPTION

The City of Folsom is conducting a formal Request for Proposals (RFP) to provide design-build services for the replacement of two (2) Lochinvar natural gas boilers (BOILERS) and the Heating Ventilation and Air Conditioning (HVAC) equipment and systems at the Folsom City Hall, 50 Natoma Street, Folsom, CA. The contractor shall work with the City of Folsom facilities and local utilities to determine if rebates are available for this project, and to identify replacement boilers that meet the performance criteria called for in the rebate program.

The General / Prime / Contractor / Lead Entity allowed to participate in the RFP process must meet and provide the minimum license requirements as follows:

1. Current and good standing Business License
2. Proof of a valid A, B, or C-20 License for HVAC and electrical work.

Compliance: All service(s) rendered shall be in compliance with all applicable federal, state, local, and OSHA regulations. The selected Contractor shall possess any, or all, required licenses required to perform the requested service.

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlsr/DPrWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

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Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the "City of Folsom" in the sum of ten percent (10%) of the sum of the proposal.



The right to reject any and all bids, or waive any informality in any bid received is reserved by the City Council.

## **2. PROJECT LOCATION**

### **BOILERS**

The two (2) Lochinvar natural gas boilers and associated equipment to be replaced are located on the 2<sup>nd</sup> Floor Mechanical Room of the Folsom City Hall building. Access to the Utility Room is through the City Council Chambers, up two flights of stairs, and across two landings. Access to the Utility Room can also be accomplished by way of a door on the roof. Please see Mechanical Room Location Map in Appendix A.

### **HVAC**

The HVAC units are located on the roof of the Folsom City Hall building. Access to the roof is through the Council Chamber, up two flights of stairs, and across two landings. The roof is accessed through a door in the Mechanical Room. Please see the HVAC Location Map in Appendix B.

## **3. PROPOSAL REQUIREMENTS**

Sealed Proposals will be received by the City Clerk's Office for the City of Folsom at 50 Natoma Street, Folsom, California, 95630, up to the hour of **2:00 P.M. on Tuesday May 3, 2022** for the design-build removal and replacement of gas boilers and HVAC system.

The City of Folsom is seeking qualified contractors for design build work relating to the removal and replacement of gas boilers and HVAC equipment and fixtures, control systems, electrical upgrades and improvements. The contractor is expected to prepare all documents, and provide and install all equipment described in the scope of work.

## **4. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE BOILER REPLACEMENT**

### **A. *Project Start-up Phase***

1. Project Coordination & Mobilization (NTE 5%)

### **B. *Design Phase***

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract's General Conditions to successfully complete the replacement of existing Boiler units to the satisfaction of the City of Folsom.

1. Provide mechanical schematic design drawings for new and modified equipment, including Title 24 compliance documentation.
2. Secure all necessary electrical and mechanical permits, and/or demonstrate proof that quality and standards meets or exceeds Folsom Municipal Code requirements. Obtain No Fee Permit through the City of Folsom Building Department.
3. Determine if the project is eligible for utility rebates and assist City of Folsom staff in preparing rebate submittal if rebates are available.

**C. Construction Phase**

1. Disconnect, remove, and legally dispose of offsite the following:
  - a. Two (2) existing Lochinvar PBN0750 boilers.
  - b. Demo existing flue vent, old hot water piping, and gas piping as required to facilitate the installation of the new equipment.
2. Provide and install two (2) new boilers (Lochinvar FTXL 97.3% or equivalent)
  - a. Provide new flue vent
  - b. Provide new circuits and disconnects
  - c. Provide new drain pan
  - d. Provide new pump
  - e. Connect new equipment to existing system
  - f. New boilers and pumps to existing HW system
  - g. New boilers to existing gas piping
  - h. Complete Installation of New Equipment
  - i. Insulate new HWS/HWR piping
  - j. Provide pipe identification

**D. Project Close-out Phase**

- a. Test new equipment to confirm functionality
- b. Start-up and leak check
- c. Clean-up of project site
- d. Approval from City on installation
- e. Owner training

**5. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE HVAC REPLACEMENT**

**1. Project Start-Up Phase**

1. Project Coordination & Mobilization (NTE 5%)

**2. Design Phase**

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract's General Conditions to successfully complete the replacement of existing HVAC units to the satisfaction of the City of Folsom.

The work includes, but shall not be limited to the following:

1. After the work is awarded, the contractor shall conduct a Site Survey and gather all the information required to proceed with the engineering, based on the agreed Scope of Work (SOW). The contractor shall report any discrepancies or necessary changes to the SOW.
2. After the Site Survey, the contractor shall design a functioning system based on the agreed SOW. The contractor will prepare engineering drawings using AutoCAD format. These drawings are to be available in electronic format; any additional drawings required for the design package shall be created by the contractor.

3. Upon review and approval of the design and all related submittals, the contractor will then proceed with the permitting, material procurement, and construction phase of the project.
4. The contractor's design drawings shall include, but not be limited to:
  - a. Schedule of equipment showing capacities, models, weights, and accessories.
  - b. All proposed equipment shown on dimensioned drawings.
  - c. Any details and sections that are required to clearly indicate the installation.
  - d. Method of connecting to the facility.
  - e. Any variances or modifications from the City's scope of work.
5. Design Submittal Requirements

The Design-Build Contractor shall obtain all required approvals and permits prior to proceeding with the installation of the work in this SOW. The Design-Build Contractor is responsible for the review of electrical specifications, equipment performance specifications and related design criteria prior to the purchase of equipment, materials, and installation of work. The Design-Build Contractor shall submit the following information considered as the Design Submittal:

Provide engineering drawings and material submittals with equipment type, manufacturer, model, EER Rating, options, quantity; cut sheets, and product warranties (submitted within 10 days from the Notice to Proceed).

**C. Construction Phase**

<b>General Description of Requirements</b>
<p><b><u>HVAC Equipment</u></b></p> <ul style="list-style-type: none"> <li>• Demolish existing HVAC units in accordance with all equipment defined in Attachment B.</li> <li>• Contractor shall be responsible to haul all demolished units and ancillary equipment offsite.</li> <li>• Procure, install, and commission new high efficiency units. Equipment shall meet or exceed efficiency requirements as outlined by prevailing Title 24 Standards &amp; Regulations.</li> <li>• Unit weight shall not exceed 5% above existing HVAC unit weight.</li> </ul>
<p><b><u>Electrical</u></b></p> <ul style="list-style-type: none"> <li>• Disconnect and demo existing electrical connections and disconnect switches.</li> <li>• Install new disconnect switches and conduit to the new units.</li> </ul>
<p><b><u>Plumbing</u></b></p> <ul style="list-style-type: none"> <li>• Demo existing hydronic ball valves, control valves, and strainers as needed.</li> <li>• Furnish, install, and commission new ball valves, control valves, and strainers.</li> </ul>



<ul style="list-style-type: none"> <li>• Demo existing condensate drains and traps.</li> <li>• Install new condensate drains and traps.</li> <li>• Pressure test piping.</li> <li>• Furnish NEBB Certified Report if necessary.</li> </ul>
<p><b><u>Ducting and Air Distribution</u></b></p> <ul style="list-style-type: none"> <li>• Re-use existing ductwork</li> <li>• Evaluate existing VAV system to determine if it can be re-used.</li> </ul>
<p><b><u>Controls</u></b></p> <ul style="list-style-type: none"> <li>• Install smoke detector and connect to existing fire alarm systems.</li> <li>• Install new thermostats</li> <li>• Evaluate the feasibility of installing occupancy sensors.</li> <li>• Replace existing Trane control system with non-proprietary control system.</li> <li>• Furnish as-built control diagrams, label control wiring, sensors, and cabinets.</li> <li>• Integrate new HVAC equipment into the new control system</li> </ul>
<p><b><u>Commissioning</u></b></p> <ul style="list-style-type: none"> <li>• Commission equipment and controls.</li> <li>• Document and submit Commissioning Log for all equipment as outlined in the SOW.</li> </ul>

***D. Project Close-out Phase***

1. Test new equipment to confirm functionality
2. Start-up and leak check
3. Clean-up of project site
4. Approval from City on installation
5. Owner training
6. Close-Out Documents
  - a. List of Manufacturers with contact information and parts reordering information for all products installed.
  - b. As-built drawings of HVAC unit replacements and thermostat installations.
  - c. Commissioning checklist for each HVAC unit as outlined in Attachment C.

**6. General Requirements**

- A. The Scope of Work is provided to the Design-Build Contractor for information purposes only. Design-Build Contractor assumes all the responsibility for site verification of equipment for replacement with high-efficiency units, controls, and other items required to successfully complete the Boiler and HVAC replacements, and meet the necessary building and safety codes.
- B. Design-Build Contractor shall become familiar with details of work in the field and shall advise City of Folsom Project Manager of any discrepancy prior to performing any tasks, including but not limited to existing and proposed equipment quantities, building and area locations, etc. The Design-Build Contractor shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start.

C. The selected contractor will be required to work closely with the designated Project Manager for the City of Folsom. The Contractor shall identify an individual who will serve as the key contact person and to specify other staff who will perform various tasks.

**D. Required information to be included in response to this RFP:**

1. **Cover letter:** signed by an individual authorized to make commitments on behalf of the design-build contractor/team.
2. **Statement of Project Understanding:** Provide a description of the design-build contractor/team's understanding of the project, describing both the design process as well as the construction (build) process of the project. This may be included as part of the Cover Letter.
3. **Relevant Experience:** Provide design-build contractor/team's qualifications and specific project related experience.
4. **Cost Proposal:** Provide a cost proposal, indicating breakdowns per task as identified in the Proposal Form.
6. The successful contractor shall be required to sign the Construction Agreement for Design Build shown in Exhibit A of this RFP.

## **7 Instructions for Submitting Proposals**

Three (3) copies of the requested information should be delivered to the following address not later than **2:00 PM on Tuesday, May 3, 2022**:

**City of Folsom, City Clerk's Office**  
Attn: Chris O'Keefe, Facilities Maintenance Supervisor  
50 Natoma Street  
Folsom, Ca 95630

All requests for clarification must be received no later than **April 25, 2022 at 5:00 PM** and must be sent via email to the contact provided below or by mail to the address sited above. Requests for clarification submitted after this date will not be responded to. Responses to requests for clarification will be posted and distributed as an addendum to this RFP and will be posted on the City website, CIPlist.com, and any other venue used by the City for posting this RFP. Requests for clarification should be sent to:

**Chris O'Keefe, Facilities Maintenance Supervisor**  
Email: COKeefe@folsom.ca.us  
Phone: 916-461-6684

Contractor must submit a signed copy of the addendum (if any) with their response as acknowledgement of receiving the additional information.

The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code section 6250, et seq.), unless City identifies and exercises a right or obligation to exempt any record from public disclosure. If a contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, they must clearly

mark the relevant portions of their proposal as "Confidential" and identify the legal basis for exemption from disclosure under the Public Record Act. The City Attorney's office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. Contractor shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

**8 Proposal Selection Process and Criteria**

The criteria that will be considered in the evaluation of proposals is summarized below. The City's final selection will not be dictated on any single criteria, including price. The relative importance of the criteria involves judgment on the part of the City's selection committee and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Proposals will be evaluated using the following criteria:

Project Understanding	30 Points
Relevant Experience	30 Points
<u>Cost</u>	<u>40 Points</u>
Total Possible Points	100 Points

The above selection criteria are provided to assist the proposer and are not meant to limit other considerations, which may become apparent during the course of the selection process.

The City reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

The Design-Build Contractor/team selected to perform the work will be required to complete the City of Folsom Construction Agreement for Design Build (Attachment A) and must meet the insurance requirements stated therein.

**9 Rights Reserved by the City of Folsom**

The City reserves the right to waive informalities in proposals. The City is not obligated to award all tasks of the proposal selected but may award any combination of tasks best suited for completion of the project as the City envisions it. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

**10 Folsom City Hall Existing HVAC Schedule**

Unit	Carrier Model #	CFM	Power	Seer
AC 1	50DK084	35,000	460V	9.3
AC 2	48DJD024	6,200	460V	9.4
AC 3	50DK034	12,000	460V	9.3



AC 4	50DK034	12,000	460V	9.4
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**11 Folsom City Hall Existing HVAC Control System**

Trane Tracer Summit Version 17

**12 Folsom City Hall Existing Variable Air Volume**

1. Titus AESV 3000
2. 30 Cooling Only VAV Boxes
3. 45 Reheat VAV Boxes

**CITY OF FOLSOM**  
**SEALED PROPOSAL**  
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than **2:00 P.M** on **Tuesday, May 3, 2022**, at the City of Folsom City Clerk's Office, 50 Natoma Street, Folsom, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**FOLSOM CITY HALL**  
**BOILER & HVAC REPLACEMENT**  
**DESIGN - BUILD PROJECT**

in the City of Folsom, County of Sacramento, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>BOILER</u></b>					
1.	PROJECT START-UP PHASE	1	LS	\$ _____	\$ <u>2208.00</u>
2.	DESIGN PHASE	1	LS	\$ _____	\$ <u>3600.00</u>
3.	CONSTRUCTION PHASE	1	LS	\$ _____	\$ <u>92,493.00</u>
4.	PROJECT CLOSE-OUT PHASE	1	LS	\$ _____	\$ <u>4208.00</u>
	<b>SUB-TOTAL BOILER</b>				\$ <u>102,509.00</u>
<b><u>HVAC</u></b>					
5.	PROJECT START-UP PHASE	1	LS	\$ _____	\$ <u>5520.00</u>
6.	DESIGN PHASE	1	LS	\$ _____	\$ <u>24,640.00</u>
7.	CONSTRUCTION PHASE	1	LS	\$ _____	\$ <u>810,276.00</u>
8.	PROJECT CLOSE-OUT PHASE	1	LS	\$ _____	\$ <u>22,080.00</u>
	<b>SUB-TOTAL HVAC</b>				\$ <u>862,516.00</u>
	<b>TOTAL BASE BID BOILER AND HVAC:</b>				\$ <u>965,025.00</u>

Total Project Bid, Item Nos. 1 through 8, shall be (spell out) \_\_\_\_\_

Nine hundred sixty five thousand twenty five Dollars.

If awarded the contract, the undersigned shall execute said Contract and furnish the necessary bonds within **ten (10) calendar days** after the Notice of Award of said Contract and begin work within **ten (10) calendar days** from and after receipt of written Notice to Proceed from City to Contractor.

In determining the amount bid by each bidder, the City of Folsom (City) shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of **60 working days** commencing on the day the Notice to Proceed is issued.

The amount of the liquidated damages to be paid by the Contractor for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **\$250 (Two-Hundred Fifty Dollars) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor's default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Folsom will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The contractor shall initial below that he has received the appropriate addenda and has incorporated the addenda into his bid.

Addenda    Received and Acknowledged

No. 1	<u>NA</u>
No. 2	<u>NA</u>
No. 3	<u>NA</u>



# CERTIFICATE OF AUTHORIZATION

(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA

COUNTY OF El Dorado

I HEREBY CERTIFY that at a meeting of the Board of Directors of the AK Mechanical Inc, a corporation existing under the laws of the State of California, held on April 15<sup>th</sup>, 2022 the following resolution was duly passed and adopted:

"RESOLVED, that Scott Keely, as Estimate for President of the Corporation, be and is hereby authorized to execute the Bid dated May 3<sup>rd</sup>, 2022 to the City of Folsom and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this May 2<sup>nd</sup> day of May, 2022

Secretary

Corporate Officer

Corporate Address

(seal)

## SUB-BIDDER FORM

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.05%) of the Total Cost Base Bid. In addition, this form will be used to determine if the bidder is responsive to Section 2.08 of the General Provisions.

Name of Sub-Bidder	Street Address of Shop, Mill, or Office (Shall be completed within 2 working days of bid opening by apparent low bidder)	License Type and Number	Dept. of Ind. Relations Reg. No.	Portion of Work to be Done by Specification Section	Percentage of Total Work
Brice Mechanics	3734 Brachman Dr Sacramento, Ca 95827	CSLB C-20 990800	100000 5621	Rust top Sheet Metal	1%
Sunbelt Controls	1040 Riverside Park W. Sac. CA 95605	CSLB 800423	100000 0551	Controls Commissioning	27%

**THE FOLLOWING FORMS TO BE FILLED OUT AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**





## CONSTRUCTION AGREEMENT FOR DESIGN-BUILD SERVICES

THIS AGREEMENT, dated for identification as of \_\_\_\_\_, 20\_\_\_\_, is between the CITY OF FOLSOM, a municipal corporation, (hereinafter called "City"), and \_\_\_\_\_, (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

### 1. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents.
- B. The Contract Documents shall include the Notice to Contractors, the completed Proposal Form submitted by Contractor, this Agreement, the Bid Bond, the Performance Bond, the Payment Bond, the Standard Construction Specifications, the General Provisions, the Special Provisions, Exhibits, the Contract Drawings and Plans, the Technical Specifications, any project-specific specifications or documents, all duly issued Addenda, Interpretations, Field Instructions, Written Directives, Supplemental Drawings, the Contractor's Guarantee and Bond, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders.
- C. The Standard Specifications shall mean and refer to the current Standard Construction Specifications of the City of Folsom, which are incorporated herein by this reference as if set forth herein.

### 2. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

### 3. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:

#### **4. CONTRACT AMOUNT AND PAYMENTS**

City agrees to pay and Contractor agrees to accept, in full payment for the above work, DOLLARS (\$) ) as the stipulated sum price which Contractor bid in his Proposal Form.

#### **5. PROGRESS AND FINAL PAYMENTS**

Progress and final payments shall be in accordance with the Standard Specifications.

#### **6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this Contract, City is authorized to charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

#### **7. TIME OF COMPLETION**

- A. The entire work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
- B. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

#### **8. INSURANCE**

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the Contract Documents, including, but not limited to, Exhibit A, attached hereto and incorporated herein by reference.

#### **9. NO WAIVER OF REMEDIES**

- A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

#### **10. DETERMINATION OF DAMAGES**

- A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Folsom by reasons of the delay in the completion of the project to serve the public at the earliest possible time.
- B. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein



as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

#### 11. LIQUIDATED DAMAGES

- A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be (\$ ) for each Calendar Day, continuing to the time at which the work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

#### 12. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

- A. In addition to any rights it may have, City may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.
- B. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

#### 13. CONTRACTOR BANKRUPT

- A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.
- B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

#### 14. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
  - 1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
  - 2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an "Admitted surety insurer," which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.
- D. All bonds submitted shall include the following:



1. Full name and address of the Contractor Surety, and the City;
2. Contract Date;
3. Exact Contract Sum;
4. Project Name and Address;
5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;
8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent.

#### **15. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD**

- A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.
- B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.
- C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

#### **16. LABOR CODE AND PUBLIC CONTRACT CODE COMPLIANCE**

- A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.
- B. Contractor and its subcontractors shall fully comply with all the provision of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.
- C. Notice: This project may be subject to the skilled and trained workforce requirement under Public Contract Code section 2600. A "skilled and trained workforce" is defined by Public Contract Code section 2601(d).

#### **17. UNFAIR COMPETITION**

The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

#### **18. GENERAL LIABILITY OF CONTRACTOR**

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

#### **19. AUTHORITY OF THE CITY**

- A. The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.
- B. The City will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and the City's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.
- C. Any order given by the City not otherwise required by the Contract to be in writing shall be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.
- D. Any plan or method suggested to the Contractor by the City, the Architect or Consulting Engineer, or the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

#### **20. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.
- B. The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.
- C. The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Contract Documents, within the time specified.

#### **21. CORRECTION OF WORK**



- A. The Contractor shall promptly correct all work rejected by the Owner's Representative, Project Inspector or the Architect or Consulting Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work including compensation for the Architect's, Consulting Engineer's Project Inspector's and the Owner's Representative's additional services.
- B. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the City to commence and continue correction of the default or neglect with diligence and promptness, the City may, without prejudice to any other remedy it may have, correct the deficiencies and may further elect to complete that portion of the Work through such means as the City may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other appropriate costs, including compensation for the Architect's or Consulting Engineer's, the Project Inspector's and the Owner's Representative's additional services made necessary by the default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the City.
- C. If within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the City, promptly after receipt of a written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall issue a correction notice promptly after discovering the condition. The Contractor shall notify the City upon completion of repairs. This obligation shall survive termination of the Contract with respect to work in place prior to termination.
- D. The Contractor shall bear the cost of making good work destroyed or damaged by such correction or removal.
- E. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Contractor might have under the Contract Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an action may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the work

## 22. GUARANTEE REQUIRED

- A. In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the City. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided by the City.
- B. The guarantee period for corrected defective work shall continue for a duration equivalent to the



original guarantee period.

- C. Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this Contract in all respects.

### **23. NO CHANGES WITHOUT CONSENT**

- A. No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the City, or by CCD signed by either the City or the Owner's Representative, stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. The Contractor shall, when required by the Owner's Representative, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the City.
- B. Change Orders shall specify the cost adjustments associated therewith, and in no case shall the City pay or become liable to pay any sums different than those specified or those established under Sections 9.04 and 9.05.
- C. Substitutions are considered change orders.

### **24. CHANGE ORDERS**

- A. Subject to legal requirements relating to competitive bidding, the City may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the City, which shall state the agreement of the City, the Contractor, and the Architect or Consulting Engineer upon all of the following:
  - 1. The scope of the change in the Work
  - 2. The amount of the adjustment in the Contract Sum, if any; and
  - 3. The extent of the adjustment in the Contract Time, if any.
- B. All adjustments to the Contract Sum or the Contract Time must be approved by the City.
- C. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

### **25. CONSTRUCTION CHANGE DIRECTIVE/CCD**

Changes also may be made pursuant to a CCD, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. CCD's shall be approved by the City and the Architect or Consulting Engineer, but need not be signed by the Contractor. Upon receipt of a CCD, the Contractor shall promptly proceed with the change in the work involved. It is the intent of the City that all CCD's will be converted into a Change Order. When a CCD is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Contractor on the CCD constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the CCD as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

### **26. EXTENSIONS OF TIME; UNAVOIDABLE DELAYS**

- A. The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the City, upon a finding of good cause for such extension.
- B. As used herein, the following terms shall have the following meanings:
1. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions in which the Owner's Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Contractor or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section, but shall not entitle the Contractor to any adjustment of the Contract Sum.
  2. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the City and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section and/or an adjustment of the Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
  3. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.
- C. The Contractor may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:
1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Contract Sum shall be in accordance with Article 9 and shall be based only on the non-concurrent portion of any Compensable Delay.
  2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay calculated in accordance with subparagraph B1, if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.
- D. Delays in the prosecution of parts or classes of the Work which do not prevent or delay the completion of the whole Work within the Contract Time are not to be considered Excusable or Compensable.
- E. Float or slack time is the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of activities on the Contract Schedule. No time extensions or delay costs will be allowed for delays caused by the City on paths of



activities containing float, providing such delay does not exceed the float time per the latest updated version of the approved Contract Schedule.

- F. Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, the Contractor shall notify the Owner's Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension together with a detailed schedule analysis showing the effect of the delay on the critical path of the Contract Schedule and a quantification of the length of the requested extension of time. Failure of the Contractor to submit such a notice within seven (7) Calendar Days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for extension, and no extension shall be granted as a consequence of such delay.
- G. The City shall have no obligation to consider any time extension request unless the Contractor has complied with the requirements of the Contract Documents, including, without limitation, giving the required seven (7) days' notice and submitting the detailed supporting schedule analysis. The City shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the City to grant time extensions under the Contract Documents, should the Contractor fail to comply with the submission and justification requirements of the Contract Documents for time extension requests. The Contractor's failure to perform in accordance with the Contract Schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by the City.
- H. Upon receipt of a request for extension, the Owner's Representative shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The Owner's Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Contractor in writing within ten (10) Calendar Days of receipt of the request and shall indicate whether it will recommend for or against the extension. Upon receiving the Owner's Representative's recommendation, the Contractor may either concur in the recommendation, or reject the recommendation and proceed with a notice of potential claim and claim as provided for in Article 9.

## **27. DISCRETIONARY TIME EXTENSIONS FOR BEST INTEREST OF THE CITY**

- A. The City reserves the right to extend the time for completion of the Work if the City determines that such extension is in the best interest of the City. In the event that a discretionary extension is granted at the request of the Contractor, the City shall have the right to charge to the Contractor all or any part, as the City may deem proper, of the actual cost of construction management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment for the Work.
- B. In the event a discretionary time extension is ordered over the objection of the Contractor, and the decision rests solely with the City and is not legally compelled for any cause, the Contractor shall be entitled to a contract change pursuant to Article 9 adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon its written application therefor, accompanied with such verification of costs as the Owner's Representative requires. The decision of the City on any discretionary time extension and the costs thereof shall be final and binding.

## **28. TERMINATION FOR CONVENIENCE**

- A. The City may at any time and for any reason, terminate, in whole or in part, Contractor's Work at the City's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities and supplies in connection therewith, and



shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the City, or at the option of the City, the City shall have the right to assume those obligations directly, including all benefits to be derived therefrom. Contractor hereby assigns to the City all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Following receipt of notice of termination, Contractor shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

- B. Upon such termination, Contractor shall be entitled to payment only as follows: (1) Contractor's direct, actual cost of the Work allocable to the portion of the Work completed in conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid costs of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus (3) an allowance of ten percent (10%) of the foregoing costs for Contractor's overhead and profit; plus (4) any proven losses with respect to materials and equipment directly resulting from the termination; plus (5) reasonable demobilization costs. The costs referred to in this Section shall be calculated and documented as required for a Change Order under Article 9 of these General Provisions, except that markup shall be only as allowed by this Section. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment beyond that provided for in this Section.
- C. In connection with any termination for convenience, Contractor shall allow the City and any of its authorized representatives to inspect, audit, or reproduce any records to the extent necessary for the City to evaluate and verify the costs incurred by Contractor in performing the Work, including direct and indirect costs such as overhead allocations. Contractor will make this material available upon 48-hours' written notice from the City. The City may inspect and copy, from time to time and at reasonable times and places, any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), including without limitation, books, papers, documents, subscriptions, recordings, estimates, price quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, and any and all other information or documentation that may, in the judgment of the City have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract Documents. Such records shall include but not be limited to, the following: accounting records, payroll records, job cost reports, job cost history, margin analysis, written policies and procedures, subcontract files (contracts, correspondence, change order files, including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other documents customarily maintained by contractors performing work on public works projects or that the City otherwise deems necessary to substantiate charges related to a Termination.
- D. If this Contract is terminated for default under Section 5.25, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

## **29. TERMINATION FOR CAUSE**

- A. The City may terminate the Contract, pursuant to the provisions of this Article, for the following



causes:

1. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
  2. The Contractor or any of Subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.
  3. The Contractor or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.
  4. The Contractor or Subcontractor persistently disregards laws, ordinances, or the instructions of the Owner's Representative, Architect, Consulting Engineer or the City.
  5. The Contractor fails to abide by a Stop Work Notice or fails to correct rejected work or materials as required.
  6. The Contractor fails to provide and keep in full force and effect all required insurance, or fails to cause all Subcontractors to so comply.
  7. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
  8. The Contractor commits any substantial violation of the terms and conditions of the Contract Documents which the City, in its sole discretion, finds to be a material breach of the Contract.
- B. The City may, without prejudice to any other right or remedy, give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract.
- C. Unless within seven (7) Calendar Days of the delivery of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and the City, the Contractor's right to complete the Work shall cease and terminate.
- D. In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the rights and obligations set forth in the performance bond. If the City is forced to take over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished.

### 30. TERMINATION AFTER CONTRACT TIME

- A. In addition to any rights it may have, the City may terminate this Contract at any time after the Contract Time, as adjusted by any extensions of time that the City may have granted.
- B. Upon such termination, in addition to the Contractor's obligations under Section 5.29 and the other provisions of the Contract Documents, the Contractor shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from

such termination date until the Date of Completion, as well as for all losses incurred by the City in completing the Work.

### **31. INDEMNIFICATION**

#### **1. Construction-related services:**

- A. The Contractor shall defend, indemnify and save harmless the City, the Owner's Representative, the Architect, the Consulting Engineer and any of their respective officers, officials, agents, and employees from any and all claims, demands, damages, costs, expenses, attorney's fees, or liability arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, inverse condemnation, equitable relief, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers, and the City, its agents, employees, or independent contractors.
- B. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.
- C. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.
- D. The indemnity obligation also expressly extends to and includes, but is not limited to, any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been or may have been a contributing cause in any degree whatsoever.
- E. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the City or its agents, employees or independent contractors.
- F. In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.
- G. The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.
- H. The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.
- I. The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.



**2. Design-related services:**

- A. To the fullest extent permitted by law, Contractor agrees to immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, or damages that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Contractor, its subcontractors, sub consultants, agents, and employees ("Claims"). Contractor assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of City, its officers, officials, employees, agents, and volunteers. The Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Contractor's indemnification obligation shall be in proportion to the established comparative fault of Contractor.
- B. The duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor shall be obligated to defend allegations of Contractor negligence, recklessness or willful misconduct, whether Contractor is specifically identified or not in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council members, officers, agents and employees, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are partially responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts in a cross-claim, counter claim, third party complaint or defense (affirmative defense or by reference in the action) that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Contractor's share of the cost to defend shall not exceed Contractor's proportionate percentage of fault, and Contractor may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

**32. ASSIGNMENT**

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

**33. AMENDMENTS**

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

**34. INCIDENTAL BENEFICIARIES**

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than City and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

### **35. Ownership of Work Product**

All technical data, evaluations, reports, plans and other work products of Contractor provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Contractor may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act ("PRA"). Contractor understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Contractor to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Contractor's prior consent or approval.

### **35. MISCELLANEOUS PROVISIONS**

- A. **Attorneys' Fees:** In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.
- B. This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.
- C. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.
- D. **Time:** All times stated herein or in any other contract documents are of the essence.
- E. **Binding:** This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of City in the same manner as if such parties had been expressly named herein.
- F. **Survivorship:** Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- G. **Waiver:** In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

### **36. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Agreement between the City and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.



**37. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

**38. COUNTERPARTS**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

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**SIGNATURE PAGE IMMEDIATELY FOLLOWS**



IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

**CONTRACTOR:**

*(Must be signed by two officers of the corporation in compliance with Corporations Code section 313.)*

\_\_\_\_\_  
Date Tax I.D. Number

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Title Title

**CITY OF FOLSOM, A Municipal Corporation:**

\_\_\_\_\_  
Date Elaine Andersen, City Manager

ATTEST: FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Freemantle, City Clerk Date Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT: ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Director Date Steven Wang, City Attorney Date

**NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.**

**A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of contractor. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."**

**EXHIBIT A**  
**INSURANCE**

NOTE: The word "Contractor" in this Exhibit refers to either "Contractor" or "Contractor" as the term is used in the Agreement/Contract to which this Exhibit is attached.

A. During the term of this Agreement, Contractor shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. **General Liability:**

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **Automobile Liability:**

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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- d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.
3. **Workers' Compensation**
- a. **Workers' Compensation Insurance**, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employer's Liability coverage.
  - b. **Employer's Liability Coverage** with a limit not less than \$1,000,000 per accident for bodily injury and disease.
  - c. Contractor shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
4. **Insurance Required in the Supplementary Conditions**  
Contractor shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
5. **Professional Liability Insurance**  
If required errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.
6. **Other Insurance Provisions**
- a. The Contractor's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
    - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor in a form acceptable to the City Attorney.
    - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
    - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
  - b. For any claims related to the project, the Contractor's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
  - d. The Contractor's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its



officers, officials, employees, agents, and volunteers.

- e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after 30 days prior written notice by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. **Acceptability of Insurers**  
Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
8. **The Contractor shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. The Contractor shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
9. **The Contractor shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Contractor or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the contract.**
10. **Such report shall contain:**
  - a. the date and time of the occurrence,
  - b. the names and addresses of all persons involved, and
  - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
11. **The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.**
12. **If the Contractor fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the contract.**
13. **Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the contract.**
14. **The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.**
15. **The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.**
16. **In the event Contractor carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Contractor's Excess Liability Coverage.**

**PAYMENT BOND**

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**City of Folsom**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF FOLSOM (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, (hereinafter designated as "Principal") an agreement for the City of Folsom Sports Courts Resurfacing Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and

\_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations



entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations 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, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

Surety: \_\_\_\_\_

APPROVED AS TO FORM

Address: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**



**PERFORMANCE BOND**

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**City of Folsom**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF FOLSOM (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, hereinafter designated as the "Principal" a contract for the City of Folsom Sports Court Resurfacing Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and

\_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the two-year guarantee of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the CITY's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the CITY may reject any design-builder, contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations 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 Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**



## GUARANTEE FORM

\_\_\_\_\_ hereby unconditionally guarantees that the Work performed for the **(Folsom City Hall Boiler & HVAC Replacement Design-Build Project)**, has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the City of Folsom, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City of Folsom's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City of Folsom, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Folsom of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City of Folsom to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City of Folsom shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Folsom, or its property or licensees, the City of Folsom may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of

this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Folsom's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City of Folsom's rights on such contract.

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CONTRACTOR'S SIGNATURE

---

PRINT NAME

# ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called Owner, \_\_\_\_\_ whose address is \_\_\_\_\_,  
hereinafter called Contractor, and \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be



subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**SUPPLEMENTARY CONDITIONS  
FOR  
CITY OF FOLSOM  
CITY HALL HVAC & BOILER REPLACEMENT DESIGN-BUILD PROJECT**

**1. Summary**

A. The following modifies and supplements the City of Folsom Department of Public Works Standard Construction Specifications, which are a part of this Contract. The above named General Conditions are modified as follows:

1) Where any part of the General Conditions is modified or deleted, unaltered provisions shall remain in effect.

**2. Specifications**

A. The work to be performed under this contract shall be done in accordance with the Supplementary Conditions contained herein. In these Supplementary Conditions, reference is made to the most current editions of:

B. City of Folsom Standard Construction Specifications referred to herein as Standard Specifications, and

C. California Building Code 2016 Edition as adopted by the City of Folsom effective January 2017 including but not limited to Chapter 1609.5 and Chapter 33.

D. State Specifications, State of California.

E. The Proposal Specifications shall govern first, followed by the Plans, Supplementary Conditions, Standard Specifications and State Specifications respectively.

**3. List of Subcontractors**

A. The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than 25 percent of the value of all work embraced in the contract. All other requirements of **Section 2.05** of the General Provisions shall remain in effect as a part of this Contract.

**4. Completion Time**

A. The time limit for the completion of all work is **60 (Sixty) calendar days** from the Notice to Proceed.

**5. Interpretation of Contract Documents**

A. No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents.

B. Requests for interpretation shall be made in writing and delivered to the City at least five (5) days before the time announced for opening the proposals.

C. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

D. Requests for information regarding this procedure or other similar information shall be directed to Chris O'Keefe, Facilities Maintenance Supervisor, City of Folsom, 50 Natoma Street, Folsom CA 95630, 916-461- 6684 / email COkeefe@folsom.ca.us.

E. It shall also be the bidder's responsibility to call to the attention of the Project Manager any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Project Manager at least one (1) week prior to the bid opening date.



- F. The Contractor will be furnished, free of charge, five (5) copies of Project Manuals for execution of the Work.
  - G. Any work called for in the Drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both.
  - H. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked or specified.
  - I. In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality.
  - J. The general character of the detail work is shown on the Contract Drawings.
    - 1) The Contractor will furnish shop drawings and additional details, if necessary, to more fully explain the work and it shall be considered a part of the Contract.
    - 2) Any work executed before receipt of such details, if not in accordance with it, shall be removed and replaced, or adjusted, as directed, without expense to the Owner.
      - a. Should any detail submitted later than the Contract Drawings, be in the opinion of the Contractor, more elaborate than the Contract Drawings and the Specifications indicate, written notice thereof shall be given to the Owner within five days of receipt of same.
      - b. The claim will be considered, and, if justified, said detail drawings will be amended or the extra work authorized; non-receipt of such notice shall relieve the Owner of any claim.
- 6. Review of Contractor's Information (Submittals)**
- A. When review and checking for acceptance is required of any drawing, or information regarding materials and equipment, the Contractor shall prepare or secure, and submit for review, three (3) copies.
  - B. Deliver submittals to City of Folsom Parks & Recreation Department at 50 Natoma Street, Folsom, California 95630. Attention: Chris O'Keefe, Facilities Maintenance Supervisor Submittals may also be sent electronically to [cokeefe@folsom.ca.us](mailto:cokeefe@folsom.ca.us)
  - C. The Project Manager, after taking appropriate action, will return one (1)-marked copy to the Contractor. The City of Folsom submittal review is performed to determine that the Submittal is in conformance with the design intent.
    - 1) "Design intent" and "design concept" shall mean the general purpose of the design or plan.
    - 2) It shall not encompass particular calculations, dimensions, quantities, or other means by which the Contractor intends to carry out the plan."
  - D. Transmit each item under City of Folsom - accepted form. Bind submittals with index tabs. Identify:
    - 1) Project
    - 2) Contractor
    - 3) Subcontractor
    - 4) Drawing sheet and detail number submittal refers to
    - 5) Specification section number, as appropriate
    - 6) Deviations from Contract Documents
    - 7) Provide space for City of Folsom review stamps
  - E. Product Data Submittals: Each copy of product data shall be marked to identify:
    - 1) Applicable products, models, options, which bid item the submittal is related to
    - 2) Performance data

- 3) Information unique to the Work
- 4) Manufacturers' installation instructions
- 5) Major supplier
- 6) Manufacturers' samples of standard colors, textures, and patterns for City of Folsom's selection (City of Folsom shall make selection of colors)

**7. Substitutions**

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
  - 1) Request constitutes a representation that Contractor:
    - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
    - b. Will provide the same warranty for substitution as for specified product.
    - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects at no additional cost to the City.
    - d. Waives claims for additional costs and/or contract time which may subsequently become apparent.
- B. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- C. City of Folsom will determine acceptability of proposed substitution.
  - 1) If, upon City of Folsom review of a substitution, it is determined by the City of Folsom that the substitution is not acceptable, for whatever reason, the Contractor shall supply the specified product or products.
- D. The City of Folsom can, at its option, require as a condition of acceptance of a substitution that the Contractor provide a credit to the City of Folsom for the difference in cost of product(s) or components, or systems proposed as a substitution.

**8. Schedule of Values**

- A. The Schedule of Values shall be submitted to the Project Manager along with the signed Agreement.
- B. Project Manager may request copies of all Subcontractor contracts to substantiate the Schedule of Values as submitted by the Contractor.
- C. Include sufficient detail under each specification section to identify materials and quantities; use additional sections as required to address items not identified under sections listed.
- D. The schedules shall be revised, as the project progresses, to list change orders, for each application for payment.

**9. Shop Drawings:**

- A. Before submission of each Shop Drawing or sample, the Contractor shall determine and verify all:
  - 1) Calculations
  - 2) Quantities
  - 3) Dimensions
  - 4) Specified performance criteria
  - 5) Installation requirements
  - 6) Materials



- 7) Catalog numbers
  - 8) Similar data with respect thereto
  - B. Contractor shall review or coordinate each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the work and contract documents.
  - C. Contractor will stamp his approval on each sheet of Shop Drawings and verify the review in writing.
  - D. At the time of each submission, the Contractor shall give the City of Folsom specific written notice of each variation, deviation, or change that the Shop Drawings or samples may have made from the requirements of the Contract Documents and, in addition, shall note specifically every variation on each Shop Drawing submitted to the City of Folsom for review and approval.
10. **Review of Shop Drawings:**
- A. Shop Drawings will not be checked for exactness, accuracy or correctness.
  - B. The City of Folsom is entitled to rely on the Shop Drawings submitted by the Contractor as exact, accurate, and correct drawings.
  - C. The City of Folsom review of Shop Drawings for deviation, variations and changes shall be limited to the deviations, variations and changes of which the Contractor has notified the City of Folsom in writing.
  - D. Such deviation, variation and changes shall be shown on the Shop Drawings by means of a cloud or darkening of the area requiring review.
  - E. Absent written notice and clouding, City of Folsom shall have no liability for review of any deviation, variation, or changes reflected in the Shop Drawings.
11. **Record Drawings**
- A. The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all mechanical, electrical, and instrumentation equipment; piping and conduit; structures; and other facilities.
  - B. Drawings shall be kept current weekly, with all work instructions and change orders; mechanical, electrical, and instrumentation equipment accommodations; and construction adjustment.
  - C. Drawings shall be subject to the inspection of the Project Manager at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current.
  - D. The Contractor will supply one (1) set of Record Drawings on screened mylars to the City. The Contractor is responsible for the cost of this and any additional sets.
  - E. Prior to acceptance of the Record Drawings, the Contractor shall deliver to the Project Manager two (2) blue print sets of neatly marked record drawings accurately showing the information required above. All markings shall be neatly drafted using mylar pencil or indelible ink; smudgable or smearable pencil or pen marks will not be accepted. The City shall review for completeness and accuracy, comment / approve, and return to the Contractor for revisions if necessary to the final mylar Record Drawings. Submit final Record Drawings prior to receipt of final payment.
12. **Materials and Equipment**
- A. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
  - B. The City of Folsom may reject as non-complying such material and products that do not bear identification satisfactory to the Project Manager as to manufacturer, grade, quality, and other pertinent information.



- C. **Storage:** Except as otherwise approved by the Project Manager, determine and comply with manufacturer's recommendations on product handling, storage and protection with seals and labels intact and legible until time of use.
- 1) Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
  - 2) For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
  - 3) Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
  - 4) To facilitate efficient construction progression, as well as ordering and delivery of materials, the City may pay for stored materials with each progress payment under this contract. Discretion for this decision shall lie with the Park Planning Superintendent.
- D. In event of damage, promptly make replacements and repairs to the approval of the City of Folsom and at no additional cost to the City of Folsom.
- E. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City of Folsom.
- F. Additional time required to secure replacements and to make repairs will not be considered by the City of Folsom to justify an extension in the Contract Time of Completion.
- G. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.
- 13. Manufacturer's Directions**
- A. Manufactured articles, material, and equipment shall be applied, installed, connected, erected, adjusted, tested, used, cleaned, and conditioned as recommended by the manufacturer unless specified to the contrary.
  - B. Copies of the manufacturer's installation instructions and procedures shall be submitted prior to the installation of manufacturer's articles, material and equipment.
- 14. Protection of Existing Improvements**
- A. Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations.
  - B. All trees, shrubbery, fences, walls and other improvements including roof areas not a part of this project, existing pavements and sidewalks, shall be protected from damage by the Contractor throughout the construction period.
  - C. All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.
  - D. The cost for protection of existing improvements shall be included with those bid items the bidder deems appropriate; the Contractor shall be liable for costs of repairing damage to existing improvements and roof area not a part of this project.
- 15. Construction Facilities and Temporary Controls**
- A. The Contractor shall provide and maintain the following facilities throughout the construction of the project:
  - B. Temporary Roof Protection: If a weather event (rain, etc.) occurs at any time during the construction period, the contractor is responsible for providing temporary rain protection for the City Hall. Boiler/HVAC equipment. Temporary rain protection means absolutely no water

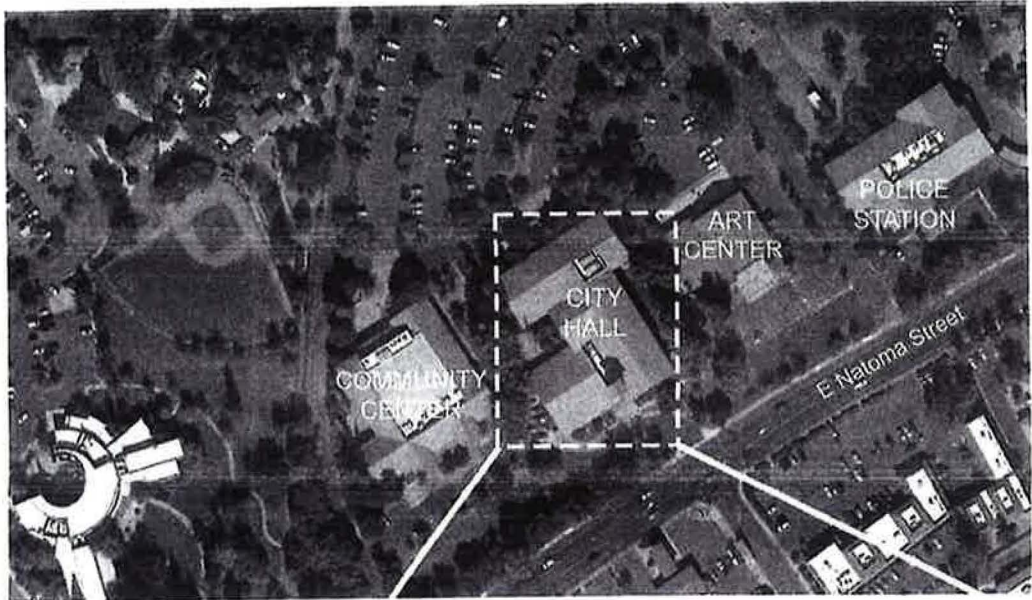
- intrusion into the building. This temporary rain protection shall be fully secured in place and remain in place until said weather event is completely over.
- C. Provide construction fencing as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- 1) The contractor shall provide for public access around the perimeter of the area at all times
  - 2) Equipment/vehicular and pedestrian gates with keyed locks; provide keys to the City of Folsom Project Inspector and Project Manager.
  - 3) **All gates and fences shall be securely locked, or securely attached at the conclusion of each day's work.** Provide high visibility fence around trees and plants designated to remain.
  - 4) Protect against vehicular traffic, dumping, chemically injurious materials and puddling or continuous running water.
  - 5) Contractor shall maintain security at all times until project acceptance by the City.
- D. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing construction facilities and temporary controls shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed, therefore.
16. **Temporary Electricity**
- A. The Contractor is responsible for providing portable, temporary electrical power as required to perform the proposed work if existing electrical power is unavailable.
17. **Temporary Water**
- A. Temporary water connections for construction: Including connection to existing hose bibs so that water is available by use of hoses. City of Folsom will pay for water used.
18. **Project Closeout**
- A. The Contractor shall comply with procedures stated in General Specifications and General Provisions of the Project Manual prior to issuance of Certificate of Substantial Completion.
- B. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Project Manual and ready for City of Folsom inspection.
- C. In addition to submittals required by the conditions of the Project Manual, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Final cleaning, per **Section 7.27** of the General Provisions, shall be complete prior to final inspection.
- 1) Clean equipment and fixtures to a sanitary condition, clean or replace filters on mechanical equipment. Clean roof drainage systems.
  - 2) Clean site; sweep paved areas, rake clean other surfaces.
  - 3) Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
  - 4) Remove temporary materials, equipment, services and construction prior to Substantial Completion inspection.
  - 5) The Contractor shall clean and repair damage caused by installation or use of temporary facilities.
  - 6) Restore existing facilities used during construction to specified, or to original, condition.

- E. Record drawings shall be provided, in accordance with paragraph VI-E of these general requirements, with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
  - F. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in project closeout shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.
- 19. Construction and Demolition Debris**
- A. The Contractor shall insure compliance with City of Folsom Ordinance No. 1056.
  - B. The Contractor shall contract with a single City-approved and permitted Construction and Debris Hauler.
  - C. The Construction and Debris Hauler is responsible for the payment of Construction and Demolition Debris Administrative Fees with the City of Folsom Utilities Department.

**END SUPPLEMENTARY CONDITIONS**

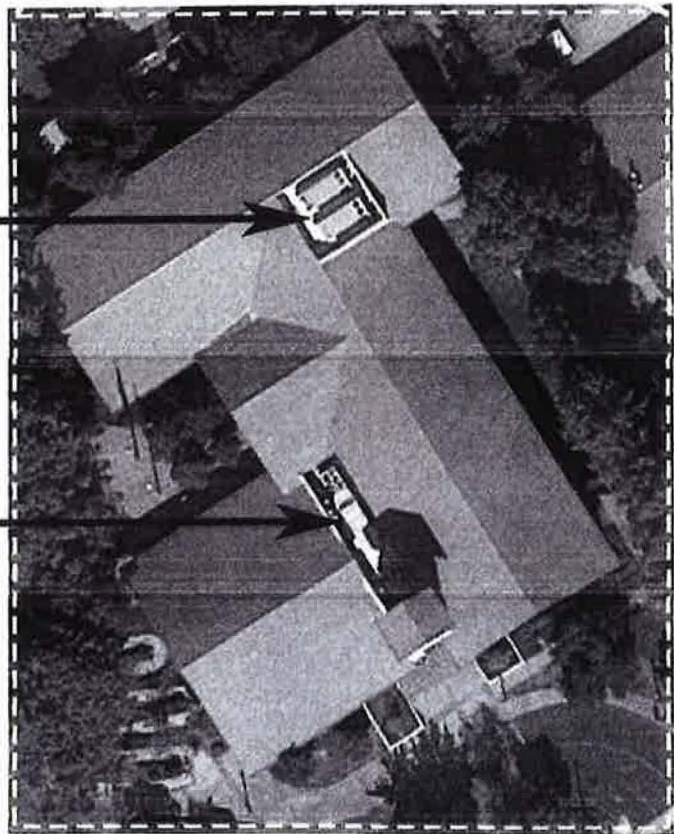


Folsom City Hall Design-Build Boiler & HVAC Replacement Project



**Existing HVAC Units**

**Existing HVAC Units**



Appendix B:  
Folsom City Hall HVAC Location Map

**Attachment**  
**Commissioning Checklist for Each HVAC Unit (to be provided with Submittal)**

PROJECT: _____
Equipment: _____
Name/Tag: _____ Location: _____

ITEM	☐	COMMENTS
<b>PRE-START-UP INSPECTION</b>		
Commissioning lock-out procedures reviewed		
Operation and maintenance information		
Mounting/support system and vibration isolation		
Seismic restraints		
Equipment guards		
Alignment & V-belt tension		
Freedom of rotation		
Lubrication		
Plenums clean and free of loose material		
Temporary start-up filters		
Fire & balance dampers positioned		
Access doors, insulation, and interior lights		
Filter bank, DP switch gauge and photohelics		
Local valving/piping (gas, condensate, pans, drains)		
Motorized dampers		
D/X expansion (cooling) coil and compressor		
D/X condensing coil and fans		
Gas piping and valving complete		
Gas inspection certificate		
Regulatory authority approved installation and burner control (certificate available)		
Building cleanliness		
Electrical wiring complete		
Overload protection (sized correctly)		
Disconnect switch (tested)		
Local control module with DDC interface		
Control system - point to point checks complete		
<b>START-UP</b>		
Start-up by manufacturer's representative with report and certificate or log provided		
Direction of rotation		
Electrical interlocks - stop/start		
Local air leakage acceptable		
Vibration & noise level acceptable		
Motor Amps - Rated: Actual: _____		
Motor Volts - Rated: Actual: _____		
Final operating filters installed		





AK Mechanical Inc.  
1040 Paso Diablo Ct.  
Placerville, Ca. 95667  
Ca. Lic. 973241  
Phone 530 417 2862

**TO: Chris Okeef**  
**City of Folsom, CA**  
**Folsom City Hall**  
**50 Natoma Street**  
**Folsom, CA 95630**

**Proposal Folsom City Hall Boiler and HVAC Replacement Project:**

AK Mechanical Inc. proposes to replace four rooftop package units, two boilers, and VAV control system per Folsom City Hall Boiler and HVAC Replacement Project RFP.

Carrier equipment, Lochinvar 97% boilers, and ALC controls.

Includes preconstruction drawings per RFI and equipment submittals for approval.

Obtain building permits as required

**A/C unit scope:** Remove A/C 1, 2, 3, and 4 and replace with new units. Includes: Units, curb adaptors, control wiring, new disconnects and electrical wiring from rooftop POC. Condensate piping. Gas piping at A/C 2. Start up and startup report. Crane rental, and unit disposal. All work is above the roof line.

**Price: \$529,534.00**

**Scope Boilers:** Remove two boilers and replace with two new boilers with fixed speed primary pumps. Includes all necessary hydronic, condensate, and gas piping. Hydronic piping insulation. Secondary drain pan and flue pipe. Power wiring. Start up and startup reports. Crane rental and disposal. All work is inside the boiler room. **Price: \$102,509.00**

**Add for variable speed primary pumps. \$4,977.00**

**Scope controls:**

- All existing raceways, gutters, and panels shall be used
- All existing BMS panel and VAV 24vac transformers shall be used
- Provide all cabling, hardware, field components materials
- Provide and install (1) Work station and (1) building level router
- provide new DDC system licensing at the current revisions including all software patches, and update
- Install new Bacnet MS/TP Communication cabling to all new proposed DDC devices
- Install new Bacnet MS/TP Communication cabling to the new AHU/RTU equipment
- Variable Air Volume (VAV) Terminal Units; Hardwired Control:
- Provide new communication cable to new room temp sensors, with set point adjust, local override, and LCD
- Provide and install (75ea) terminal unit controllers integral damper actuators, and velocity DP transducer
- Provide and install (75ea) zone temp sensors, with set point adjust, local override, and LCD
- Provide and install (45ea) plenum discharge air temp sensor, and hot water valve
- Provide 10% of the zone sensors with CO2 feature
- Provide (45ea) pressure dependent 2-way valve/actuator assemblies
- Provide VAV single zone with hot water reheat vav programming with setpoint adjust (+/-2F)



- ☑ Provide VAV single zone CO2 minimum CFM reset programming for areas requiring demand control ventilation
  - ☑ Provide new VAV zone graphic to reflect new equipment controls with the following operator graphical control: Cooling and heating set point adjust, CFM setpoint adjust, Damper position override, Zone occupancy override
  - ☑ Provide scheduling, alarming and trending of critical points
  - ☑ Provide VAV CFM 4-Point calibration for (75) terminal units at the DP inlet Velocity port; Provide 4-Point calibration documentation for measured results
  - AHU Programming Optimization:**
  - ☑ All new proposed AHU/RTU shall be controlled by Integration ONLY; all hardwired I/O controls are Excluded
  - ☑ Provide integration operational programming with terminal zone feedback for servicing AHU reset strategies: Schedule Occupancy, Supply Air Temperature Setpoint Reset, Supply Duct Pressure Setpoint Reset
  - ☑ Provide new AHU/RTU equipment graphic to reflect the available integration points
  - ☑ Provide point trending, and alarming
  - Hot Water System:**
  - ☑ Re-use the existing DDC panel and 24vac power transformer inside the boiler room
  - ☑ Provide and install (1) Controller with I/O to cover the proposed point plus 10% spare and output HOA
  - ☑ Provide and install the following field components and wire to the Distech controller as shown per M401: 1) outdoor air temperature sensor, (2) boiler start/stop output relays, (2) boiler status dry contact inputs, (1) hot water supply immersion temperature sensor and well, (1) hot water return immersion temperature sensor and well, (2) pump start/stop output relay, (2) pump CT status input
  - ☑ Reuse the existing hot water valve/actuator assembly (1) hot water valve modulating output
  - ☑ Provide system supply water setpoint sequence of operation with lead/ standby boiler staging's programming
  - ☑ Provide hot water system setpoint write capabilities
  - ☑ Provide hot water system graphics to reflect the proposed points ☑ Provide hot water system trending and alarming
  - ☑ Provide startup and functional testing support
  - ☑ B-1, B-2: Integration Monitoring and Control
  - ☑ Provide and install new Bacnet MS/TP cabling to each boiler communication cased
  - ☑ Provide Bacnet integration program for the following features: each boiler available display/ status points for monitoring, each boiler supply water writable setpoint
  - ☑ Provide equipment graphic for each boiler
  - Site Graphics:**
  - ☑ Provide new site graphical user interface navigation
  - ☑ Provide new first floorplan overview to reflect current wall layout and zoning
  - ☑ Provide new second floorplan overview to reflect current wall layout and zoning
  - ☑ Provide new Rooftop floorplan overview to reflect current wall layout and zoning
  - ☑ Each floorplan overview shall have hyper link to serving AHU/RTU/terminal zone equipment
  - Control Drawing:**
  - ☑ Provide electric pdf As-Build Control Drawing follow project completion.
  - ☑ Provide (2) 17x11 hardcopy As-Build Control Drawing follow project completion
  - ☑ Drawings shall include network riser, network subnet riser, vav unit drawing, and VAV cfm setpoint schedule
  - ☑ Create a database backup following project completion and move to customer designate location
- Price: \$332,982.00**

**Two year warranty period maintenance: Quarterly maintenance inspections. Bi-annual filter changes. Biannual condenser coil cleaning. Includes two year cellular based remote DDC control system access Price; \$ Included**

**Clarifications:**

- Existing duct work and VAV boxes to be reused. VAV boxes to be evaluated in progress and replacement to be quoted extra as needed, if needed.
- Existing VAV piping components to be reused, only control valves are included.
- Liquidated damages and engineering time frames to be negotiated based on availability of materials and equipment as current lead times are sometimes three to five months.
- Equipment lift to be performed on separate Saturdays for north equipment well, and south equipment well. All other work to be performed on regular time.
- Existing primary hot water pumps to be reused.
- Price assumes that structural engineering is not required as equipment weights will be similar to existing.
- New labeling at units, disconnect and VAV locations included.
- Price is good for 30 days

**Exclusions:**

- New or additional vibration isolation at unit curbs.
  - Air or water balance
- Data center work not included
- Anything else not mentioned above.



AK Mechanical Inc.  
1040 Paso Diablo Ct.  
Placerville, Ca. 95667  
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Phone 530 417 2862

**AK Mechanical Project Members for Folsom City Hall HVAC Project**

**Scott Keeling-Estimator/Manager**

Alternate: Jason Ayule

Experience: Over 40 years of Union Mechanical Construction and Service Knowledge Including 10 years servicing Folsom City Hall

Completed Projects: Sutter Stockton Blvd MOB tenant improvements, Sacramento, CA., Fresenius Kidney Care Diablo East Antioch Dialysis Center. ALC Controls retrofits; State fund, Sac CA, 2000 Evergreen Sac, CA.

**Jason Ayule-Owner/Construction Manager**

Alternate: Scott Keeling

Experience: Over 25 years of Union Mechanical Management service Including 10 years servicing Folsom City Hall

Completed Projects: Sutter Stockton Blvd MOB tenant improvements, Sacramento, CA., Fresenius Kidney Care Diablo East Antioch Dialysis Center. ALC Controls retrofits; State fund, Sac CA, 2000 Evergreen Sac, CA

**Philip Snyder-General Foreman**

Alternate: Gabe Skelton

Experience: 20-years of local 447 union membership and construction/retrofit related projects.

Completed Projects: Sutter Stockton Blvd MOB tenant improvements, Sacramento, CA., Fresenius Kidney Care Diablo East Antioch Dialysis Center. Sierra Health Boiler Replacement Sacramento, CA

**Alexandria Zepeda-Project Coordinator**

Alternate: Scott Keeling

Experience: 5-years working for AK mechanical.

Completed Projects: CADA HVAC Retrofit, Multiple Sites, Sacramento, CA. Sierra Health Boiler Replacement, Sacramento, CA.



## **Al Amini-Lead Electrician**

**Alternate: Jason Ayule**

**Experience: Over 35 years commercial and industrial electrical service.**

**Completed projects: 1545 River Park Drive Sacramento Main Panel Switch Retrofit. 1610 Arden Way Sacramento Main breaker retrofit. California American Water: Well 4 Electrical Rehab, Well 16 Electrical Rehab, Well 18 Electrical Rehab. Preferred Contractor for Site Controls and Motor controls**

**AK Mechanical prides itself on developing long-term relationships with our clients. We bring our Design Build coordination abilities along with our with budget development processes to the General Contractor and other trade team members. Our years for constructability experience has proven to be an asset to maintaining targeted budgets and schedule milestones. Many of our projects are direct to owner which allows us to build and maintain services throughout the construction and buildings operations well after the construction or tenant improvement is completed.**



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## Cost Proposal

DDC Controls Retrofit \$332,982.00

A/C 1 Replacement \$253,052.00

A/C 2 Replacement \$60,726.00

A/C 3 Replacement \$107,878.00

A/C 4 Replacement \$107,878.00

Boiler Replacement (2) each \$102,509.00

Two-year HVAC maintenance, bi-annual filter changes, and bi-annual coil cleaning included.

Two-year remote system access included in pricing



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **973241**

Entity **CORP**

Business Name **AK MECHANICAL INC**

Classification **C20 C10 C36**

Expiration Date **05/31/2022**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





# BUSINESS LICENSE

\*For Services Provided in the Unincorporated  
Areas of El Dorado County Only

**BUSINESS NAME:** AK MECHANICAL INC

**BUSINESS OWNER:**

**BUSINESS LOCATION:** 1040 PASO DIABLO CT  
PLACERVILLE, CA 95667-3038

AK MECHANICAL INC  
1040 PASO DIABLO CT  
PLACERVILLE, CA 95667-3038

TO BE POSTED IN A CONSPICUOUS PLACE

# COUNTY OF EL DORADO

KAREN COLEMAN, MBA | M.A.C.C. | TREASURER - TAX COLLECTOR  
360 Fair Lane - Placerville, CA 95667  
Phone: (530) 621-6800

**NONTRANSFERABLE**

**BUSINESS TYPE:** CONTRACTOR - SPECIALTY

**DESCRIPTION:**

**TAX #** 051962

**Business License Number:** 051962

**Expiration Date:** July 31, 2022

**By:**

*K. E. Coleman*  
K. E. Coleman, MBA  
Treasurer - Tax Collector

TC \_\_\_\_\_

Exhibit K

# Folsom City Hall HVAC Retrofit Proposal May 3<sup>rd</sup> 2022



AIR SYSTEMS SERVICE & CONSTRUCTION  
A Minority & Woman-Owned Business



## PREPARED FOR

**Chris Okeefe**  
**City of Folsom**  
**Natoma St Folsom CA**  
**Folsom , CA 95814**  
**cokeefe@folsom.ca.us**

## PREPARED BY

**Jim Mears**  
**AIR SYSTEMS SERVICE & CONSTRUCTION**  
**10381 OLD PLACERVILLE ROAD Suite 100**  
**SACRAMENTO, CA 95827**  
**jmears@alrsystems1.com**

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- **Hydronic**
  - **Scope of Work**
- **Controls**
  - **Scope of Work**
  - **Assumptions & Clarifications**
  - **Exclusions**
- **Project Pricing**



# *∞ To Inspire and Deliver Value ∞*

**There are several reasons why Air Systems Service & Construction is the right choice for your project:**

**We have Passion ◊ We are Talented ◊ We Innovate ◊ We Collaborate ◊ We Deliver Value**

**Each project is unique in many ways, and the design shows a commitment to differentiate and define itself as such. The Mechanical and Plumbing trade partners that are selected to team on this project must have the same appreciation and understanding of the unique nature of the project as the team who conceived of it. Air Systems Service & Construction is perfectly equipped to be that partner.**

**Air Systems Service & Construction's creative, proactive and aggressive pre-construction efforts will yield the most cost effective mechanical and plumbing package for each project.**

**Air Systems Service & Construction's experience allows us to anticipate project challenges and assist in team resolution, saving your project future costs and potential project delays.**

**Safety is one of Air Systems Service & Construction's highest priorities. Our culture of safe work practices consistently delivers a low MOD rate, and the resultant overhead cost savings provides a direct benefit to each project, as well as minimizing project impacts due to incidents.**

**Together we will establish a prioritized coordination and design/construction schedule with critical path milestones for integrated information flow to all the design entities and trade partners. This prioritized schedule will assist in allowing all parties to be more efficient, and assures that the team stays on track and minimizes or eliminates project impacts**



# **HVAC Project Summary**

**This proposal is for the replacement of (QTY-4) Roof top Air Handling units, This will not be a direct fit, curb adapter will be needed. Both of the Hydronic boiler's will be swapped out as well. Air Systems Service and Construction has performed a thorough review of the project site and equipment submittals Crane events will happen on a Saturday for Safety reasons. The equipment can not be hoisted over an occupied building.**

## **HVAC (QTY-4)**

### **BASE SCOPE OF WORK**

1. Provide engineering and permit for scope of work listed below.
2. Provide disconnect and safe-off of all electrical serving the unit.
3. Provide disconnect of existing condensate piping.
4. Provide disconnect of existing controls at the unit.
5. Provide disconnect of supply and return air ductwork at point of connection to unit.
6. Provide preparation of existing equipment for crane pick.
7. Perform on-site crane safety meeting with project team.
8. Perform crane pick.
9. Provide proper disposal of the existing equipment per EPA guidelines
8. Furnish and install new equipment in place.
9. Provide reconnection of existing supply and return ductwork to the new unit.
10. Provide reconnection of existing electrical to factory installed disconnect and fuses.
11. Provide re-connection of controls to the unit.
12. Provide reconnection to existing utilities.
13. Provide FACTORY start-up of newly installed equipment to ensure proper operation .
14. Provide all closeout documentation on ASSC provided equipment to include;
  - a) Operation and Maintenance Manuals
  - b) Warranty Documents
  - c) Start Up Documents
  - d) Title 24 Documents



# **HYDRONIC BOILER REPLACEMENT**

## **BASE SCOPE OF WORK**

1. Provide engineering and permit for scope of work listed below.
2. Provide disconnect and safe-off of all electrical serving the Boilers and pump.
3. Provide disconnect of existing condensate piping.
4. Provide disconnect of existing controls at the Boilers.
5. Provide disconnect of existing condensate piping.
6. Provide disconnect of supply and return Hot water piping.
7. Provide disconnect of gas piping.
8. Provide preparation of existing equipment for removal.
9. Provide proper disposal of the existing equipment per EPA guidelines.
8. Furnish and install new equipment in place.
9. Provide reconnection of existing supply and return ductwork to the Boilers.
10. Provide reconnection of existing electrical to the new Boilers.
11. Provide re-connection of controls to the Boilers.
12. Provide reconnection of the gas piping.
13. Provide FACTORY start-up of newly installed equipment to ensure proper operation .
14. Provide all closeout documentation on ASSC provided equipment to include;
  - a) Operation and Maintenance Manuals
  - b) Warranty Documents
  - c) Start Up Documents
  - d) Title 24 Documents

# CONTROLS PROJECT NARRATIVE

We are pleased to present for your consideration our proposal to provide the replacement of the existing **Trane Tracer controls at Folsom City Hall** with current hardware and software from Carrier i-Vu.

## CONTROLS BASE SCOPE OF WORK

1. Provide and install the following hardware/software:

### FRONT END

- (1) i-Vu Open Pro 750 interface software
- (1) i-Vu XT Router
- (1) Web server, monitor, keyboard and mouse

### ZONE CONTROL

- (75) i-Vu Zone Controllers with actuators
- (69) i-Vu Plus space temperature sensors with adjustable slide and pushbutton override
- (6) i-Vu Plus space temperature and CO2 combo sensors with adjustable slide and pushbutton override for conference rooms. If more conference rooms are discovered then we will need to issue a change order to capture the additional cost.

### AC UNIT CONTROL

- (4) i-Vu TruVu Processors for AC-1, AC-2, AC-3 and AC-4
- (4) i-Vu OPN-UPC translators for integration to new Carrier units
- (8) Static pressure transducers for duct and building pressure

### BOILER SKID CONTROL

- (1) i-Vu TruVu Processor and I/O expander for the boiler skid
- (1) Current sensor for pump status
- (4) Water temperature sensors for primary and secondary supply and return
- (1) Outside air temperature sensor

2. Provide and install floor to floor conduit in electrical rooms as raceway as required.
3. Provide demo and removal of existing VAV and rooftop equipment controls.
4. Provide and install associated communication, low voltage power, stat and sensor wiring and terminate to new control modules and sensors as required.
5. Provide point to point check out, VAV air flow calibration, programming, floorplan and equipment graphics, functional testing, commissioning and as-built drawings for all devices in scope.
6. Provide close-out documentation and owner training upon project completion.

## CONTROLS SCOPE CLARIFICATIONS

1. Work is to take place during normal business hours, Monday thru Friday, 5:00AM to 3:30PM.
2. Dedicated internet connection with static IP to be provided by Owner.
3. Assumes all existing equipment, devices, panels, conduit and wiring, except those listed as new in scope of work, are functional, in good working condition and can be reused.
4. Assumes supply air temperature sensors and control valves exist at each reheat VAV box and can be reused.
5. Assumes duct and building static pressure tubing is existing and can be reused.
6. Assumes mechanical as-built drawings from original construction will be provided to ASSC.
7. Assumes 4 registers per VAV for balancing as no drawings were provided.
8. Assumes full, unrestricted access to the work spaces for the duration of the project.
9. Assumes 120VAC power to all ASSC temperature control panels will be provided by others.
10. All controls wiring to be plenum rated. Conduit in Electrical Rooms and rooftops to be installed in EMT raceways.
11. Parking is available within 1 block of project site
12. All Carrier i-Vu control modules come with a 24 month warranty.

## CONTROLS SCOPE EXCLUSIONS

1. Anything not specifically listed in the scope section of this proposal.
2. Permits, fees, plan review expenses, inspection services, bonds, assessments, etc.
3. Structural review and calculations
4. Moving or protecting of furniture and equipment throughout project.
5. Ceiling system removal and replacement
6. ADA or code compliance upgrades
7. LEED requirements and documentation
8. Asbestos, mold or lead abatement
9. Occupancy, humidity and CO2 sensors
10. Control or monitoring of exhaust fans.
11. Demo of existing control wiring and pneumatic tubing
12. In-wall or underground conduit
13. Line voltage electrical wiring, motor starters, disconnects, or variable frequency drives
14. Any scope related to generator/vent/exhaust, fire life safety, fire sprinkler system, fire/smoke dampers (FSD), FSD test switches, security/access, receptacle control, utility monitoring or lighting
15. Cutting, scanning, coring, roofing, patching, monokote patch back, painting, framing, blockouts, backing plates, structural supports, deck/roof openings, penetrations, and repairs, sound caulking, fire stopping, and flashings
16. Ceiling, wall or duct access doors
17. System design, deficiencies or repairs to existing equipment
18. Air and water testing and balancing
19. Equipment start-up
20. Extended equipment warranties
21. Preventative maintenance



# ASSUMPTIONS AND CLARIFICATIONS

1. The piping (if applicable) shall meet ASPE, PHCC,CPC local code requirements and shall be installed per ASSC construction standards.
2. Fire Life Safety integration will be needed for the new piece(s) of equipment into the system. They will come with Duct Smoke Detectors installed already but will need to be tied into the existing system by the buildings Fire Life Safety Contractor.
3. Assumes permit fees at 5%. If there are any fees above and beyond that, it will be submitted at a re-imbursable expense to the customer.
4. We have included standard housekeeping for our work area. Any additional cleanup above and beyond has been excluded from our pricing.
5. This proposal is for the scope of work in the areas identified. Any deficiencies other than what area stated in the scope of work are explicitly excluded.
6. ASSC is a union shop signatory to the Sheet Metal Workers International Association and the Plumbing/Pipe Fitters United Association and meets the prevailing wage requirements if any.
7. Assumes no badging will be required for this project.
8. Assumes no escorting will be required for this project.
9. Assumes onsite parking will be available for construction personnel.
- 10.HVAC REPLACEMENT WORK TO BE PERFORMED AFTER HOURS**
- 11.It is assumed that the existing electrical wire size is sufficient for the new equipment.
- 12.It is assumed that the existing breaker size(s) is sufficient for the new equipment
- 13.The Site-Specific Safety & Health Plan refers to a site safety professional. This person shall provide full-time support for crew members. ASSC employs a full-time safety manager that will provide the support required for this project. This person will not be stationed onsite but will visit the site to assure operations are planned and conducted in a safe manner.

# **GENERAL EXCLUSIONS**

- 1. All LEED documentation and Un-identified LEED requirements.**
- 2. 3D Modeling, BIM Administration, BIM coordination, and Clash detection.**
- 3. Special fees, water meters, gas meters, special inspections or bonds.**
- 4. All patching and monokote/fireproofing patch back and painting, including painting of ductwork or piping.**
- 5. Demolition and Drywall repair.**
- 6. 3rd party commissioning agent.**
- 7. Temporary construction barriers and surface protection.**
- 8. Any upgrade to existing systems outside of the project scope to include electrical, structural, controls, smoke detectors, or tie into Fire Life Safety panel. Assumes all existing and in good working order.**
- 9. Temporary utilities.**
- 10. Duct cleaning or any systems tied into.**
- 11. Any electrical work of any kind except for disconnect and reconnect of the existing wire to the new units.**
- 12. Any roofing work of any kind.**

# ASSC is a licensed i-Vu provider and installer



10381 Old Placerville Road  
Sacramento, CA 95827

1900 Bates Avenue, Suite E  
Concord, CA 9452

(888) 504-2772

asscccontrols@airsystems1.com

www.airsystems1.com



To Inspire & Deliver Value

## Carrier i-Vu Direct Digital Controls



- ✓ Able to meet any custom application
- ✓ Intuitive graphic-rich user interface
- ✓ Access from anywhere via any standard Web browser
- ✓ Unlimited user login seats/access
- ✓ Demand Controlled Ventilation (DCV) - eliminates over-ventilation and ensures ample fresh air at all times
- ✓ Economizer control and night-time free cooling to minimize mechanical cooling by using outside air
- ✓ Heating and cooling lockouts prevent mechanical cooling and heating based on outside air conditions
- ✓ Monitor and control ancillary equipment such as variable speed drives, lighting, and electric meters
- ✓ Allows for remote troubleshooting
- ✓ Setpoint control limits tenant adjustments
- ✓ Advanced password policy and SSL for added security
- ✓ Optimal start algorithm for conditioning space before occupants arrive
- ✓ Web server can be used as user interface, commissioning and configuration tool





# ASSC is a licensed i-Vu provider and installer



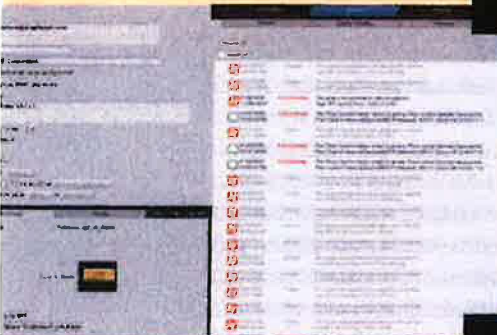
Real-time, interactive **CUSTOM EQUIPMENT GRAPHICS** give users total insight and control



**CUSTOM FLOORPLAN GRAPHICS** with Dynamic colors based on deviations to setpoint



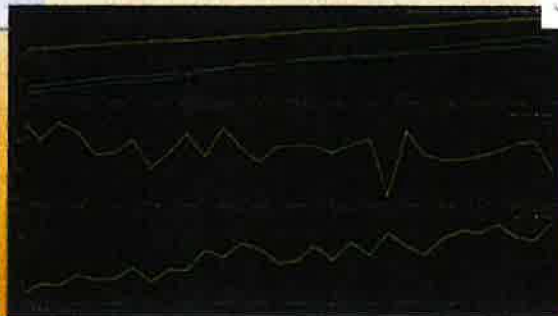
Very flexible, hierarchical **SCHEDULING** capabilities at the building, area, or zone level



Sample points at different time intervals or on change of value, and view multiple **TRENDING** graphs simultaneously to help monitor and troubleshoot your system



**ALARMING** is easily configured to notify personnel via email or text message of an alarm or record information about an alarm in system.



The **TOB application** provides building owners and managers with a convenient way to track and bill tenants for their after-hours energy consumption



**PROJECT PRICING: \$991,469**



Pricing is valid for 7 days. If the project award extends beyond that period we will need to update our pricing. Material pricing has become volatile during the COVID-19 pandemic and can change from day to day. ASSC will work with vendors and equipment suppliers to hold pricing as long as possible.

All material and workmanship provided by Air Systems Service & Construction Inc. is warranted to be free from defects for a period of one (1) year. This warranty requires that the system be properly used and maintained.

Any breakouts are provided for accounting purposes only, and pricing assumes the entire scope of work will be awarded to Air Systems Service & Construction at time of contract award unless specifically stated otherwise.

A change in material and/or commodities pricing in excess of 10% of current pricing (as of the date of this proposal) shall render this proposal void and subject to renegotiation.

Acceptance of the pricing provided for the indicated scope is acceptance of the proposal as indicated herein and excludes anything not expressly indicated within this document.

We look forward to working with you on this project. Please contact me with any questions you have regarding this proposal.

**Jim Mears**

**Air Systems Service and Construction, Inc.**

**BY:**

Chris Okeefe  
City of Folsom

**BY:**

Jim Mears  
AIR SYSTEMS SERVICE & CONSTRUCTION  
CONTRACTOR'S LICENSE NO. 406794  
DIR# 1000432016  
FEDERAL TAXPAYER ID NO. 68-0375310

10381 Old Placerville Rd, SUITE 100  
Sacramento, CA 95827  
(888) 504-2772  
MBE/WBE # 15080079



## **ATTACHMENT 3**



**VIA E-MAIL**

June 28, 2022

City of Folsom  
City Clerk's Office  
50 Natoma Street  
Folsom, CA 95630

**RE: Folsom City Hall Boiler & HVAC Replacement project – Response to ACCO Engineered Systems' Bid Protest dated 6/27/2022**

Dear City of Folsom:

We have reviewed ACCO's letter dated June 27, 2022 and submit this response to their Bid Protest. Their grounds for protest appear to be based on three main points to which we disagree and to which we provide clarification and our rebuttal:

- 1) *"...COAC would only be providing a one-year warranty."*

In our cover letter we inadvertently stated that our warranty would be one-year. A one-year warranty is typically an industry standard and we incorrectly included that in our cover letter. On page 1 of the City of Folsom Sealed Proposal signed by COAC, it states that "The work is to be done in strict conformity with the Contract Documents..." As such, we would always be held to the standard as set forth in the governing document which is the Project Manual, which we acknowledge is a two-year warranty/guaranty.

- 2) *"...COAC's bid falls short [in] treating pre and post air readings as "highly recommended" ... "*

There is no mention of any "pre and post air readings" in the Project Manual. This is the governing document that defines the scope required by the City of Folsom. Given our extensive engineering experience in unit replacements of this type, we recommended that this be done. We have no argument with ACCO that this should be done and we highlighted it as such for the bid evaluators. We offered that as an "alternate add," should the City choose to exercise that option.

- 3) *"...Required Information requires bidders to describe the design process."*

We did not articulate a detailed design process beyond the statement that we would "provide mechanical engineering design by a licensed PE" because it was already well articulated in the City's Project Manual under sections 4-B (page 2) and 5-2 (page 3). These two sections are very



City of Folsom, City Clerk

RE: Folsom City Hall Boiler & HVAC Replacement project – Response to ACCO Engineered Systems' Bid Protest dated 6/27/2022

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clear as to what a licensed PE should provide and ACCO's submission echoes those requirements. As previously indicated, our bid document clearly acknowledges that we will comply with the terms of the Project Manual which means that we are obliged, under the terms of the contract, to follow the scope as provided in the governing document.

Based on our response to the three items in ACCO's bid protest letter of June 27, 2022, we respectfully submit that the City should maintain its evaluation and scoring of the proposals as per the ranking form provided to all bidders on June 2, 2022 and maintain its award of the project to Cooper Oates Air Conditioning.

Very truly yours,

*German Juarez*

German Juarez  
Project Executive  
916-416-7003