

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of June 14, 2016

ITEM TITLE:

Consider Approval of an Emergency Service Contract to Replace the Existing Domestic Hot Water Generator at Laney College, R.F. MacDonald Co.

SPECIFIC BOARD ACTION REQUESTED:

Approval is requested of the emergency service contract with R.F. MacDonald Co. to replace the existing domestic hot water generator at Laney College, in the amount not-to-exceed \$26,280.

ITEM SUMMARY:

An urgent action was taken to replace the existing domestic hot water generator that exceeded it's useful life. This replacement was needed to restore domestic hot water in Building "E" at Laney College so that public instructions can take place in Cosmetology, Culinary Science, Athletics, and all restroom fixtures to help ensure proper hygiene is used.

The contractor's scope of work (\$24,000 + \$2280 (tax)) included:

- Disconnection of existing utilities, removal, and disposal of the existing boiler;
- Installation of the new Raypak Hi Delta Type H Model 752B – 750,000 BTU non-condensing boiler; and
- Re-connection of all required utilities to the new boilers;

Board approval is required because the total contract amount exceeds the \$25,000 threshold for contracted services. The Chancellor recommends approval.

SOURCE OF FUNDS :

General Funds

BACKGROUND/ANALYSIS:

None

DELIVERABLES AND SCOPE OF WORK:

See the defined scope work under the Item Summary.

ANTICIPATED COMPLETION DATE:

The contractor completed the work on May 8, 2016.

ALTERNATIVES/OPTIONS:

None

EVALUATION AND RECOMMENDED ACTION:

The administration recommends the approval of this emergency work.

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ No X

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING? (Vice Chancellor Ikharo)

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: Dr. Sadiq B. Ikharo Date: June 1, 2016
Vice Chancellor of General Services

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Dr. Sadiq B. Ikharo Date: June 1, 2016
Vice Chancellor of General Services

FINANCE DEPARTMENT REVIEW

X Finance review required _____ Finance review *not* required

If Finance review is required, determination is: X Approved _____ Not Approved

If not approved, please give reason: _____

Signature: Ron Little
Ron Little, Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

X Legal review required _____ Legal review *not* required

If Legal review is required, determination is: X Approved _____ Not Approved

Signature: Nitasha Sawhney
Nitasha Sawhney, Acting General Counsel

CHANCELLOR'S OFFICE APPROVAL

X Approved, and Place on Agenda _____ Not Approved, but Place on
Agenda

Signature: Jowel C. Laguerre

Dr. Jowel C. Laguerre, Chancellor



CORPORATE:
25920 Eden Landing Road
Hayward, CA 94545-3816
Phone: 510.784.0110
Fax: 510.784.1004
www.rfmacdonald.com

April 28, 2016

Bruce Shapiro
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

FRESNO
LAS VEGAS
LOS ANGELES
MODESTO
RENO
SAN DIEGO

Subject: Laney College Boiler Replacement

Bruce,

In response to your request we are pleased to offer the following proposal for the above subject.

The following tasks will be performed:

- Disconnect utilities & remove and dispose of existing boiler
- Install new Raypak Hi Delta Type H Model 752B - 750,000 BTU Non-Condensing Boiler (Data Sheet Attached)
- Re-Connect all required utilities to the new boilers
- Schedule based on Friday 4/29 and Saturday 4/30 Installation

Price for the Above Repairs:

\$24,000*

***Sales Tax Not Included**

Thank you for the opportunity to quote on your requirements. We trust that we will be able to review this proposal with you at your convenience.

Sincerely,

R. F. MacDonald Co.

Mike Kaczmarczyk

Sales Manager

510-774-9399

Mike.kaczmarczyk@rfmacdonald.com

SALE AND PAYMENT TERMS AND CONDITIONS

The following sets forth the sale and payment terms and condition policies of R.F. MacDonald Co. It constitutes the general agreement between R.F. MacDonald Co. ("R.F. MacDonald Co.", the "Company" or "we") and you, its customer, under which products, service and parts are sold, credit is extended and payments are expected.

This policy supersedes all previous sales and credit, payment terms and conditions, and finance policies issued by R.F. MacDonald Co. and shall remain in effect until further notice. The company reserves the right to change this policy and agreement at any time.

EXTENSION OF CREDIT

Credit is one of the most important services R.F. MacDonald Co. offers to you as a customer. An open line of credit is established for you based upon your needs, financial strength, and history of meeting your credit obligations.

In order to insure you the best possible prices and service, we must enforce a credit and collections policy based upon sound business principals and good judgment.

INVOICING AND PAYMENT TERMS

Payment Terms are 25% down payment, 70% paid prior to shipment and 5% net 30 days (upon approval of credit) on all invoices unless other arrangements are made in advance of shipment. When opening a new account with an order, the Company may require payment with the initial order so as not to delay shipments while credit references and financial information are being reviewed. We reserve the right to suspend or terminate any further performance under this agreement or otherwise in the event payment is not made when due. **Quotes are valid for 30 days. Equipment will not be started up unless 95% of the purchase price of the equipment has been paid.**

Shipment Terms Unless otherwise specified in writing signed by an authorized representative of the Company, all shipments are F.O.B. the manufacturer's factory or R.F. MacDonald Co. warehouse as applicable. Title to the merchandise shall pass to the buyer upon delivery to the carrier at the F.O.B. point and thereafter all risk of loss or damage shall be the buyer's.

Service Charges We reserve the right to take action to collect any invoice which is not paid when due. We also assess a late payment SERVICE CHARGE on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1½% of the amount remaining unpaid on each such date.

This policy will be applied to customers who permit their account to become delinquent. It is your responsibility to notify R.F. MacDonald Co. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies not in collecting a service charge, but in receiving timely payments of your invoice.

IN WARRANTY MATERIALS AND DISCLAIMER OF WARRANTIES

You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturer's standard warranty unless otherwise specifically expressed in writing.

You will be invoiced in the regular manner for all materials and parts even though it may be an in-warranty transaction. Credit will be issued promptly on our receipt of proof of return, and, as long as the return is within the prescribed time limit and has been properly authorized. Please note that withholding payment of any invoice in anticipation of an in-warranty credit is not consistent with our terms of sale.

R.F. MacDonald Co. makes no warranty expressed or implied of any kind. We make no claim of fitness or merchantability or any other warranty, expressed or implied, nor is anyone else, whether employed by R.F. MacDonald Co., or not, authorized to do so on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness

For any items or components proposed as a substitute to specified items, it is understood that seller makes no guarantee that the products submitted will be accepted by the approving authority.

In no event shall R.F. MacDonald Co. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect, incidental, liquidated or consequential damage of any kind, including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction, the repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise and even if R.F. MacDonald Co. is informed in advance of the possibility of such damages.

CLAIMS



April 28, 2016

You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding with unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the Company.

INFORMATION AND ASSISTANCE

If at any time you have a question on an invoice from the Company, a call or note to our accounting department will bring prompt action toward getting the problem resolved.

If it becomes necessary, at R.F. MacDonald Co.'s discretion, to take legal action in order to collect your account, R.F. MacDonald Co. shall be entitled to recover, in addition to any other recovery, its court costs, reasonable attorney's fees and all other collection expenses.

If you have any questions regarding this policy, please contact our office.

We appreciate your business and look forward to providing you with reliable equipment, parts and service.

Please acknowledge below your receipt and agreement to the provisions of this policy statement.

Return the original to:

**R.F. MacDonald Co.
25920 Eden Landing Road
Hayward, CA 94545
Phone: (510) 784-0110
Fax: (510) 784-1004**

APPLICABLE LAW: This agreement shall be governed by the substantive laws of the State of California

Acknowledged and Agreed To:

Company Name: _____
Signature: _____
Name/Title: _____
Date: _____

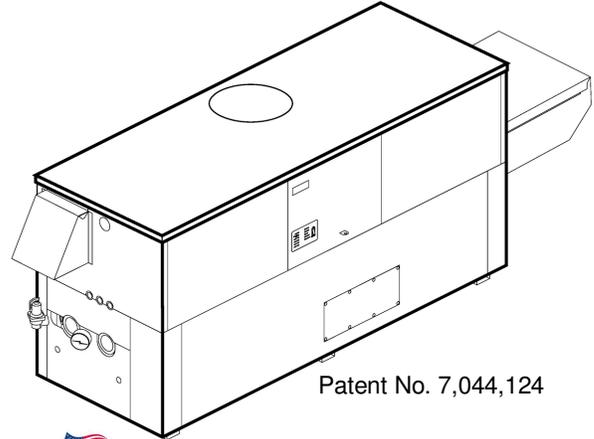
Job: _____
 Engineer: _____
 Contractor: _____
 Prepared By: _____ Date: _____
 Model: _____ Indoor/Outdoor: _____ MBTUH Input: _____

Hi Delta[®] - Type H

Space Heating/Hot Water Boilers

Models 302B-902B

- ◆ 100% Factory Fire Tested
- ◆ Efficiency: 84%
- ◆ Maximum Outlet Temperature: 230°F
- ◆ Minimum Non-Condensing Inlet Temperature: 105°F
- ◆ Thermal Shock Proof Heat Exchanger
- ◆ Limited Twenty-Year Thermal Shock Warranty
- ◆ Limited Ten-Year Closed-System Heat Exchanger Warranty
- ◆ Full Safety Diagnostics with Fault History
- ◆ PolyTuf Powder Coated Cabinet
- ◆ No Combustible Floor Shield Required
- ◆ Fan-Assisted
- ◆ Patented Burner Security Blanket



Patent No. 7,044,124



Proudly Made in the USA

Heat Exchanger

- H Stamp
- Headers
 - Glass-Lined Cast Iron – Standard
 - Brass – Option A-1
- ASME Inspected and Stamped 160 PSIG Working Pressure
- National Board Approved
- Fin Tubing
 - Copper – Standard
 - Cupro Nickel – Option A-3
- ASME Steel Tube Sheet
- Silicone High Temp. O-Rings
- ASME Pressure Relief Valve
 - 45 PSIG – Standard on Models 302B and 402B
 - 60 PSIG – Standard on Models 502B-902B
 - _____ PSIG – Optional
- Temperature and Pressure Gauge
- Water Connections
 - Left – Standard
 - Right – Option A-6

Controls

- 120V, 60Hz, 1Ø Power Supply
- 120/24V 60Hz Transformer
- 100% Shut-Off/Lockout
- Hot Surface Ignition
- Remote Flame Sensor
- High Limit Control, Manual Reset
- On/Off Power Switch
- Manual Shut-Off, Front-Mounted
- Flow Switch
- Blocked Vent Pressure Switch
- Combustion Air Proving Switch
- Economaster Pump Time Delay

- Enable/Disable
- Diagnostics Panel with LCD Display 2 Lines, 20 Characters

Gas Train

- Manual Gas Shut-Off Valve(s)
- Combo Valve(s)
- Firing Mode
 - On/Off (H4): Models 302B and 402B
 - 2-Stage (H3): Models 302B-902B
- Fuel
 - Natural Gas
 - Propane Gas
 - 4" WC Gas Supply Pressure (G-20)
- Design Certified ANSI Z21.13/CSA 4.9

Construction

- Indoor/Outdoor Construction
- Enclosed Front Controls
- CSA Low Lead Certified (≤ .25 Pb)

Venting

- Vent Location
 - Top – Standard
 - Rear – Option D-14
- Vent Termination Cap
 - Outdoor D-11
 - Indoor, Horizontal D-15
 - Indoor, Vertical (by others)
- Combustion Air
 - In-Line Filter Kit (TruSeal only) D-17
 - Air Intake Elbow D-16
- Extractor – Optional
 - By others
 - Not required

Burner

- Ultra-Low NOx: Less than 20 PPM

Temperature Controls

- B-6 Aquastat, 2-Stage (100-200°F)
- B-___ TempTracker Digital Controller, 2-Stage
- B-___ TempTracker Digital Controller, 4-Stage
- B-___ TempTracker Mod+ Hybrid (2-16 Boilers)
- B-60 Stage Interface

Options

- C-6 Ignition Module, Manual Reset
- D-21 TruSeal[®] Direct Vent
- F-10 Low Water Cut-Off, Remote Probe
- I-1 High Limit Control, Auto Reset
- P-___ Pump: _____ HP, 120V, 1Ø, 60Hz
 - Cast Iron Bronze
 - Mounted Loose
 - Front Rear
- P-___ Cold Water Start (See 2000.48)
- S-1 Low Gas Pressure Switch, Manual
- S-2 High Gas Pressure Switch, Manual
- X-1 SureRack[™] Kit
- X-2 SureRack Add-on

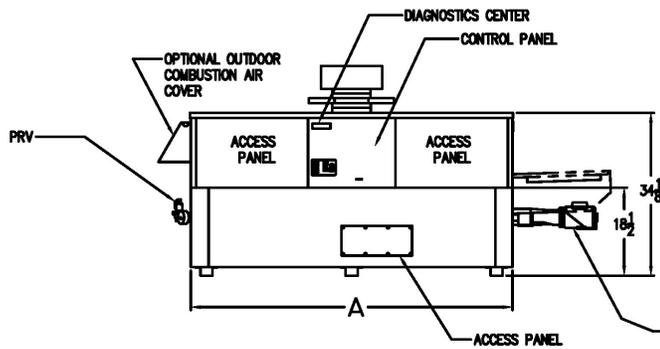
Regulatory Agency Requirements



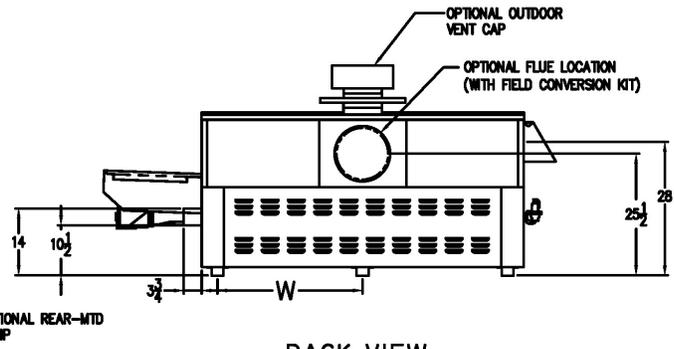
Raypak[®]
 A Rheem[®] Company

Hi Delta – Type H Models 302B-902B

Model _____

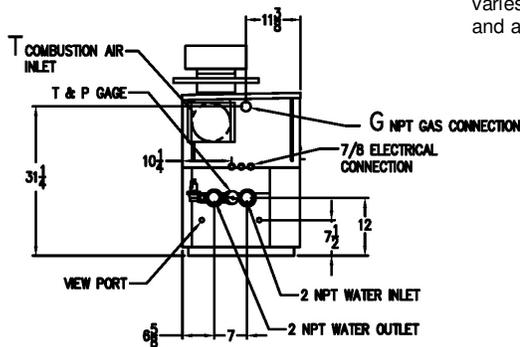


FRONT VIEW

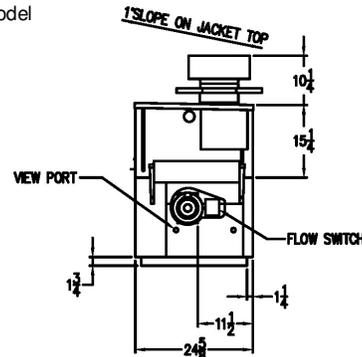


BACK VIEW

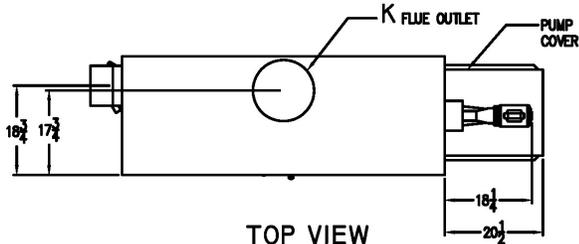
NOTE: Pump location varies based on model and application



LEFT SIDE



RIGHT SIDE



TOP VIEW

SPECIFICATIONS

Model	MBTUH		A Width	G NPT	H NPT	K	T	W	Amp. Draw	Approx. Shipping Wt. (Lbs)
	Input	Output								
302B	300	252	36	3/4	2	5	6	18	6	380
402B	399	335	43	3/4	2	6	6	18-1/2	6	445
502B	500	420	50	1-1/4	2	6	6	22	6	545
652B	650	546	60-1/2	1-1/4	2	8	6	27-1/4	6	590
752B	750	630	67-1/2	1-1/4	2	8	6	30-3/4	6	675
902B	900	756	78	1-1/4	2	8	6	36	7	740

Dimensions are in inches.

RATES OF FLOW AND PRESSURE DROPS

Model	10°F ΔT		20°F ΔT		30°F ΔT		Min. Flow			Max. Flow		
	GPM	ΔP (ft)	GPM	ΔP (ft)	GPM	ΔP (ft)	GPM	ΔP (ft)	ΔT	GPM	ΔP (ft)	ΔT
302B	51	3.2	25	<1.0	N/A	N/A	20	<1	25	90	9.8	6
402B	68	5.4	34	1.5	22	<1	20	<1	34	90	10.0	7
502B	85	9.2	42	2.3	28	1.1	21	<1	40	90	10.5	9
652B	N/A	N/A	55	4.0	36	1.8	28	1.1	40	90	10.7	12
752B	N/A	N/A	64	5.5	42	2.5	32	1.6	40	90	11.0	14
902B	N/A	N/A	76	8.5	51	3.8	38	2.2	40	90	11.8	17

Basis is 20 GPM or 40°F ΔT for minimum flow, 90 GPM for maximum flow.

NOTES: 1. Rates shown are for natural or propane gas, and elevations up to 4,500 feet. For installation above 4,500 feet, please contact manufacturer.
2. Required natural gas pressure is 7 – 10.5" WC. Required propane gas pressure is 11 - 13" WC.

Raypak, Inc. ▪ 2151 Eastman Avenue, Oxnard, CA 93030 ▪ (805) 278-5300 ▪ Fax (800) 872-9725 ▪ www.raypak.com



PERALTA COMMUNITY COLLEGE DISTRICT
Office of General Services

July 1, 2016

L. Karen Monroe
Alameda County Superintendent of Schools
Alameda County Office of Education
313 W. Winton Avenue
Hayward, CA 94544-1136

Dear Superintendent Monroe:

Subject: Need Superintendent Approval on an Emergency Service Contract with R.F. MacDonald Co. to Replace the Existing Domestic Hot Water Generator at Laney College.

Request: In accordance with Section 20654 of the California Public Contract Code, your approval as Alameda County Superintendent of Schools is required to award an emergency service contract without advertising for the above project. The District's Governing Board of Trustees approved this action item at the June 14, 2016, board meeting.

20654. (a) In an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, or to permit the continuance of existing college classes, or to avoid danger to life or property, the board may by unanimous vote, with the approval of the county superintendent of schools, do either of the following: (1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bids. (2) Notwithstanding Section 20655, authorize the use of day labor or force account for the purpose. (b) Nothing in this section shall eliminate the need for any bonds or security otherwise required by law.

Introduction: An urgent action was taken to replace the existing domestic hot water generator that exceeded its useful life. This replacement was needed to restore domestic hot water in Building "E" at Laney College to facilitate teaching in Cosmetology, Culinary Science, Athletics, and all restroom fixtures to help ensure proper hygiene is used.

Contracting Reasons: As allowed under Public Contract Code, Section 20654, contracting this emergency project without advertising or inviting bids is justifiable for the following reasons:

- **Immediacy:** There is an urgent need for the District to immediately replace the existing non-functional existing domestic hot water generator in Laney College Building "E" to support teaching in Cosmetology, Culinary Science, and Athletic Departments.



PERALTA COMMUNITY COLLEGE DISTRICT
Office of General Services

- Impracticability/Unavailability: Competitive solicitation is not acceptable for this emergency project, since it will delay the corrective action to mitigate the problem.
- Exigency: It is in the best interest of the District and the Laney College academic environment to approve this emergency service contract with R.F. MacDonald Co.

Please contact the Vice Chancellor for General Services, Dr. Sadiq B. Ikharo, if you have any questions regarding this request (at 510-466-7336 or sikharo@peralta.edu). We would appreciate your prompt response and approval on this matter.

PERALTA COMMUNITY COLLEGE DISTRICT (DISTRICT):

By: _____
Dr. Jowel C. Laguerre
Its: Chancellor, Authorized Agent

Dated: _____

ALAMEDA COUNTY OFFICE OF EDUCATION:

By: _____
L. Karen Monroe
Alameda County Superintendent of Schools

Dated: _____

cc: Dr. Sadiq B. Ikharo, Vice Chancellor of General Services