

**PERALTA COMMUNITY COLLEGE DISTRICT  
Board of Trustees Agenda Report  
For the Trustee Meeting Date of December 13, 2016**

**ITEM TITLE:**

Consider Approval of Resolution No. ??? an Emergency Service Contract with American Air Conditioning, Plumbing & Heating for the Replacement and Installation of Two (2) Heat Pumps in the Boiler Units in Building "G" at Laney College.

**SPECIFIC BOARD ACTION REQUESTED:**

Approval is requested to approve an emergency service contract with American Air Conditioning, Plumbing & Heating to replace and install two (2) new heat pumps in 2 boiler units at Laney College, in the amount not-to-exceed **\$19,784**.

**ITEM SUMMARY:**

The existing heat pump failed and immediate replacement was needed in order for classes to be held in the classrooms, laboratories, and other instructional space in the carpentry work shop and machine technology labs. CAL OSHA threatened to issue additional citations to the District if immediate repairs and replacement of the heating system was corrected immediately because of public health and safety concerns. The new pumps are located in the center boiler room.

The District must immediately correct the problem in accordance with the California Fire Codes (CFC), Uniform Building Codes (UBC) and other applicable codes. To meet the UBC's regulations, the contractor will complete the following scope of work:

- Remove two (2) existing but now defunct pumps;
- Install two (2) PACO 25957LC 260GPM 80TDH with 7.5HP motors in place of the two failed pumps;

This transaction qualifies as an emergency work under Public Contract Codes, beginning from sections 20651-20659. In the 2016/2017 fiscal year, their total contract has not exceeded the \$25,000 threshold for contracted services. However, Board approval is required for an emergency project.

The Chancellor recommends approval.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

General Fund

**BACKGROUND/ANALYSIS:**

After complaints to CAL OSHA by faculty, students and staff, CAL OSHA issued a citation to the District to take immediate corrective actions to comply with Uniform Building Codes, California Fire Codes and other relevant codes. As required by the California Public Contract Code, Section 20654, the administration will obtain approval from the Governing Board of Trustees and the Superintendent of Education of the County of Alameda to award this emergency service contract without advertising.

*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*

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.

**DELIVERABLES AND SCOPE OF WORK:**

The contractor will provide the deliverables and complete the scope of work as described under the Item Summary.

**ANTICIPATED COMPLETION DATE:**

As an emergency project, the work must be completed right away. The contract termination date is set for June 30, 2017, for payment processing.

**ALTERNATIVES/OPTIONS:**

Not Applicable

**EVALUATION AND RECOMMENDED ACTION:**

The administration recommends the approval of this contract so the contractor can start work straightaway.

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

YES \_\_\_\_\_ No  X

**COMMENTS:**

Not Applicable

**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:  December 1, 2016   
Vice Chancellor of General Services

**DOCUMENT PRESENTED AND APPROVED BY:**

Presented and approved by:  Dr. Sadiq B. Ikharo  Date:  December 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: Ronald D. Little II

Ronald D. Little II, Vice Chancellor for Finance and Administration

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

Legal review required

Legal review *not* required

If Legal review is required, determination is:

Approved

Not Approved

Signature: \_\_\_\_\_

Nitasha Sawhney, Acting General Counsel

**CHANCELLOR'S OFFICE APPROVAL**

Approved, and Place on Agenda  
Agenda

Not Approved, but Place on

Signature: Jowel C. Laguerre

Dr. Jowel C. Laguerre, Chancellor



Peralta Community College District

# Bid Recapitulation Form

Requisition order # \_\_\_\_\_ College LANEY

Date: 11-1-16 Vendor Selected AMERICAN AIR

Vendor Fax Number that Purchase Order should be fax to: (510) 351-8315

Purchases from \$10,000 to \$81,000 require at least three written quotations and must be summarized on this form. List all bids obtained from all vendors including the vendor selected and any vendors who declined to bid. **Attach all written bids to this form.**

Bidder	Amount
1. <u>AMERICAN AIR</u>	<u>\$19,784<sup>00</sup></u>
2. <u>UMI</u>	<u>27,570<sup>00</sup></u>
3. <u>EMCOR</u>	<u>NON-RESPONSIVE</u>

Comments: AMERICAN AIR SELECTED. \$7786<sup>00</sup> LESS THAN NEXT RESPONSIVE BIDDER. ALSO PROVIDING FACTORY NEW PUMPS. UMI PROVIDING ONE NEW ONE REBUILT PUMP. EMCOR DID NOT SUBMIT BID BY DEADLINE.

Does the successful vendor meet the District's definition of a SLBE or SELBE? If so please check the below and forward a copy of the SLBE/SELBE Self Certification Affidavit to the Vendor. Bids from firms that meet the District's definition of SLBE or SELBE bid can be 5% higher than the lowest responsible bidder and still be awarded a contract.

Is the vendor a: SLBE \_\_\_\_\_ SELBE \_\_\_\_\_ None X

You must attach a sole source letter from any vendor to the requisition for the purchases for goods or services available from only one (1) vendor.

All purchases over \$81,000 and construction projects over \$15,000 require formal bidding.

[Signature] 11-1-16  
Signature of person receiving bids Date

[Signature] \_\_\_\_\_  
Campus Business Manager Date  
[Signature] 11-1-16  
Purchasing Officer Date



10/27/16

Peralta College District  
333 East 8th  
Oakland, CA

attn: Kirk Schuler  
fax: kschuler@peralta.edu

Ref: Building G- Carpenters Shop- Replace 7.5 HP 260 GPM Pump

We propose to:

*Furnish and install two (2) PACO 25957LC 260 GPM 80 TDH pumps with 7.5 HP motors. INCLUDING: insulation repair, scissor lift and hi-jack rental, reconnection of existing pipe and electrical, help drain, fill and bleeding air from the system. NOTE: Peralta will shut down the valves to isolate the pumps.*

Material.....	\$ 8,206
sales tax.....	\$ 780
Insulaiton and Sisscor Lift Rental.....	\$ 2,824
Labor.....	\$ 7,975
Total Cost.....	<u>\$ 19,784</u>

*This quote excludes any repairs to other equipment issues that are not apparent and quoted above, any costs associated with asbestos abatement and any building code upgrades.*

Please sign below to authorize this work and fax it back to our office. Feel free to call for clarification about the proposed work or to discuss alternative solutions.

Sincerely,

Reed Heathorn  
Manager

Accepted as proposed:

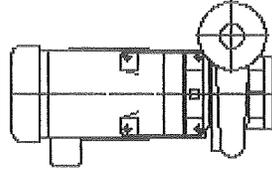
\_\_\_\_\_  
Name/ title

\_\_\_\_\_  
date

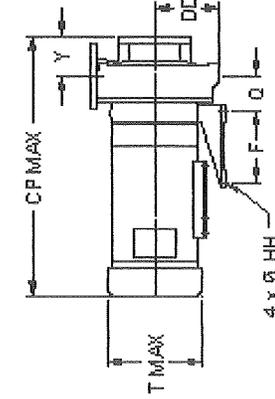
### General Arrangement

Project name / location :  
 Consulting engineer :  
 Customer :  
 Customer ref. / PO : American AC 161026  
 Quote number : 10/27/2016 11:04 AM  
 Date last saved :

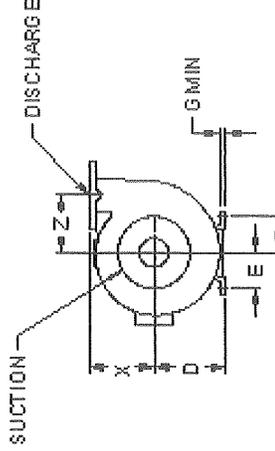
Tag Number : 001  
 Service :  
 Model : 25957 LC  
 Quantity of pumps : 1  
 Quoted By (Sales Office) : R. F. MacDonald Co.  
 Quoted By (Sales Engineer) : shai kahana



PLAN



SIDE VIEW



END VIEW

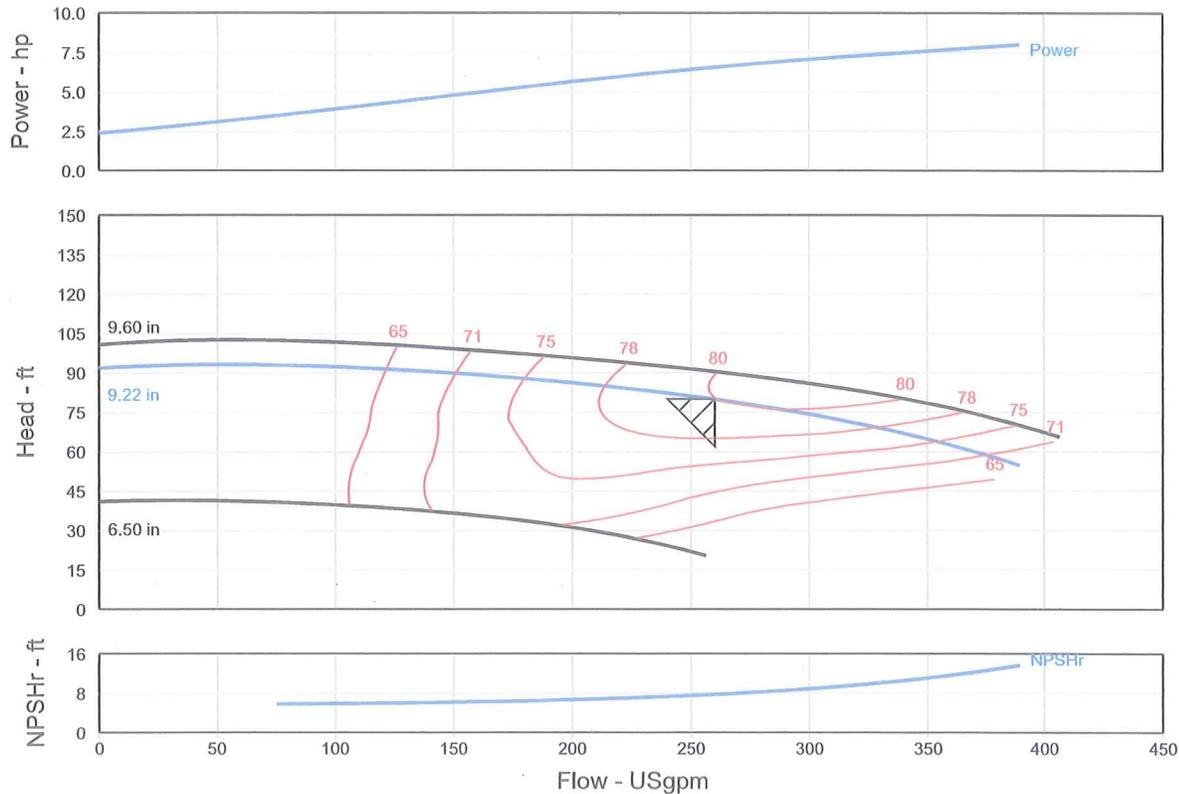
NOT FOR CONSTRUCTION. Unless certified and referenced on order

Units	Frame	Suct(in)	Disch(in)	CP	D	DD	E	F	G	HH	Q	T	X	Y	Z	Weight ea
inches	213JM	3	2.5	26.00	7.50	6.75	3.75	7.50	0.63	0.44	3.62	9.56	6.75	4.13	6.00	237.0
<b>Conditions of Service</b>																
Flow: 260.0 USgpm	Fluid: Cold Water		HP: 7.5	Encl: TEFC		Phase: 3		Efficiency: Premium		S.F.: 1.15						
TDH: 80.00 ft		Temp.: 68.00 deg F		RPM: 1775 rpm	Hz: 60		Voltage: 230/460									

## Pump Performance Datasheet

Project name / location	:	Tag Number	:	001
Consulting engineer	:	Service	:	
Customer	:	Model	:	25957 LC
Customer ref. / PO	:	Quantity	:	1
Quote number	:	Quoted By (Sales Office)	:	R. F. MacDonald Co.
Date last saved	:	Quoted By (Sales Engineer)	:	shai kahana

Operating Conditions		Liquid	
Flow, rated	: 260.0 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 80.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 80.00 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.34 psi.a
Performance		Material	
Speed, rated	: 1775 rpm	Material selected	: Cast iron
Impeller diameter, rated	: 9.22 in	Pressure Data	
Impeller diameter, maximum	: 9.60 in	Maximum working pressure	: 40.36 psi.g
Impeller diameter, minimum	: 6.50 in	Maximum allowable working pressure	: 175.0 psi.g
Efficiency	: 79.97 %	Maximum allowable suction pressure	: 175.0 psi.g
NPSH required / margin required	: 7.74 / 0.00 ft	Hydrostatic test pressure	: 263.0 psi.g
nq (imp. eye flow) / S (imp. eye flow)	: 21 / 115 Metric units	Driver & Power Data	
MCSF	: 71.92 USgpm	Motor sizing specification	: Max power (non-overloading)
Head, maximum, rated diameter	: 93.26 ft	Margin over specification	: 0.00 %
Head rise to shutoff	: 15.03 %	Service factor	: 1.15 (used)
Flow, best eff. point	: 275.2 USgpm	Power, hydraulic	: 5.25 hp
Flow ratio, rated / BEP	: 94.47 %	Rated power (based on duty point)	: 6.56 hp
Diameter ratio (rated / max)	: 96.04 %	Max power (non-overloading)	: 7.98 hp
Head ratio (rated dia / max dia)	: 88.45 %	Nameplate motor rating	: 7.50 hp / 5.59 kW
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00		
Selection status	: Acceptable		



## Customer Price Sheet

Project name / location :	Tag Number	: 001
Consulting engineer :	Service	:
Customer :	Model	: 25957 LC
Customer ref. / PO :	Quantity	: 1
Quote number : American AC 161026	Quoted By (Sales Office)	: R. F. MacDonald Co.
Date last saved : 10/27/2016 11:04 AM	Quoted By (Sales Engineer)	: shai kahana

### Construction

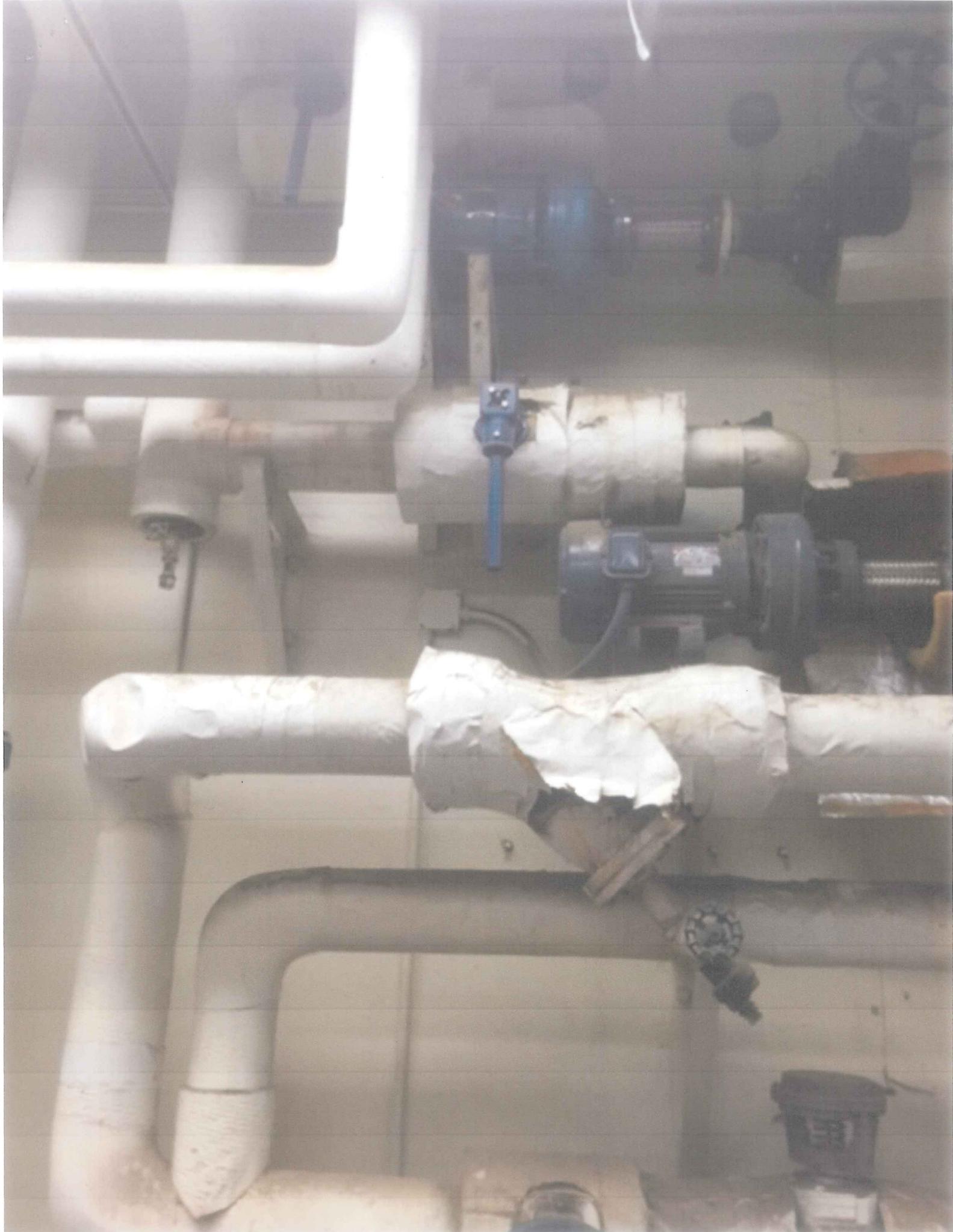
PACO Construction Code: 10-25957-630008-2742P	Flow: 260.0 USgpm	Head: 80.00 ft	Impeller diameter: 9.22 in
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### Totals

Grand Total	\$ 2,721.00	Lead Time Total	3 wks
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### Pump

Qty	Description	Average Unit Price	Extended Price
1	25957 LC <b>Scope of Supply</b> <b>Scope</b> Scope of Supply: Complete Unit (Pump and Motor mounted horizontally) <b>General Pump Construction</b> <b>Materials</b> Pump Case Material: Cast Iron, ASTM A48 - Class 30 Nozzle Configuration: 125# ANSI flange Impeller Material: Stainless Steel, AISI-304 (H304) Hardware Material: Steel, Grade 5 Wear Ring Material: Tin Bronze, ASTM B584-90500 (B18) Shaft Material: Steel, AISI-1040 Shaft Sleeve Material: Bronze, III932, C89835 Insert: Provided Coating: Standard Manufacturer's Paint Certifications: None <b>Seal &amp; Packing Construction</b> <b>Seal Options</b> Seal Material (Stationary Seal/Rotating Head/Elastomer/Spring/Hardware): Single Seal, Type 21S Viton Carbon NiResist SS-Spring and Hardware Recirculation Lines: Copper Tubing with Brass Fittings <b>Coupling and Base</b> <b>Coupling and Base Options</b> Base: None <b>Motor Driver</b> <b>Driver Options</b> Motor Size: 7.5HP 230/460/3/60 1800 RPM TEFC Premium Motor; Baldor 213JM Direct On Line <b>Testing &amp; Documentation</b> <b>Testing</b> Test Level: No test <b>Documentation</b> Leadtime: 3 wks Estimated Weights ea: 237 lbs <b>Accessories</b> <b>Accessories</b> Motor Bracket: Motor bracket provided Motor Bracket Material: Cast Iron, ASTM-A48, CL 30	\$ 2,721.00	\$ 2,721.00





**Equipment Repair Estimate**

6115 State Farm Drive, Unit A1  
Rohnert Park, CA. 94928  
Service: (707) 796-7400  
Fax: (707) 796-7401

October 18, 2016

**SUBMITTED TO:**

Laney College  
Kirk Schuler  
900 Fallon Street  
Oakland, CA 94607

**JOB LOCATION:**

Laney College  
Kirk Schuler  
900 Fallon Street  
Oakland, CA 94607

**FACILITY STATUS:**

0

**SCOPE OF WORK / DIAGNOSIS:**

Bldg G- Remove and replace one heating pump with new Paco pump. include new motors, pump seal and sleeve. We will also open and clean the main strainer. This work is bid at straight time labor. This price is based on one pump only. There are two pumps in the system.

**ADDITIONAL INFORMATION:**

Our pricing is based on all work taking place during normal business hours.

The total cost, including all labor, material and tax will be: \$13,680.00

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 60 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

**WARNING:** Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826 [California Business and Professional Code 7030(a)]

UMI: Dirk Durham

Title: NB Branch Manager

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO#(If Applicable): \_\_\_\_\_

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Purchaser agrees to provide United Mechanical Inc (UMI) with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. UMI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge UMI for any costs or expenses without UMI written consent.  
  
Unless specifically noted in the statement of the scope of work or services undertaken by UMI under this agreement, UMI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by UMI shall not operate to compel UMI to perform any work relating to Hazards without UMI's express written consent.
2. **INVOICING & PAYMENTS.** UMI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If UMI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of UMI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, UMI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** UMI warrants the parts and labor used during repairs of equipment covered by a UMI maintenance agreement for a period of one (1) year from date of repair. If the equipment is not covered by a UMI maintenance agreement UMI warrants the parts for a period of (1) year and the labor for (90) days. When the customer provides notice to United Mechanical Inc of any such defect within thirty (30) days after the appearance or discovery of such defect, United Mechanical Inc shall, at its option, repair or replace the defective equipment and/or parts. These warranties do not extend to any equipment and/or parts which has been repaired by others, normal wear and tear (belts, filters, etc), abused, altered, misused, vandalized, damaged by acts of god. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** UMI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by UMI or, alternatively, shall provide UMI with acceptable tax exemption certificates. UMI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** UMI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond UMI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of UMI, etc.
8. **COMPLIANCE WITH LAWS.** UMI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of UMI's standard limits will be furnished when requested and required. No credit will be given or premium paid by UMI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon UMI unless accepted by UMI in writing.



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**ADDITIONAL INFORMATION:**

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The total cost, including all labor, material and tax will be:     \$13,890.00    

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[California Business and Professional Code 7030(a)]

UMI: Dirk Durham  
Title: NB Branch Manager

Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO#(If Applicable): \_\_\_\_\_

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Unless specifically noted in the statement of the scope of work or services undertaken by UMI under this agreement, UMI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by UMI shall not operate to compel UMI to perform any work relating to Hazards without UMI's express written consent.
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10. **INSURANCE.** Insurance coverage in excess of UMI's standard limits will be furnished when requested and required. No credit will be given or premium paid by UMI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
- i 2. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
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