BID OPENING

CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

City Clerk
Time Stamp

TOTAL BASE BID 175,868.00

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, August 20, 2009

Project Manager: Daniel Phan – 535-8412

ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT

BIDDER NAME: McConville Incorporated

Bond ✓ **Cashier's Check** _____

Addendums Included (|) **YES** ✓ **NO** _____

NonCollusion Affidavit **YES** ✓ **NO** _____

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PROPOSAL TO CITY OF SAN JOSE

FOR

ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT

Name of Bidder: McConville, Inc. General Building & Engineering Contractors

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **July 22, 2009**,entitled **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT** and the Specifications approved by the Director of Public Works on **July 22, 2009**,entitled **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENTS** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

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SCHEDULE OF QUANTITIES

DESCRIPTION OF WORK:

Furnish all necessary labor, materials, equipment, and incidentals to complete the work, as described in the plans and Specifications for this project.

For the: **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT**

TOTAL BID PRICE FOR THE WORK IN FIGURES:

BASE BID: $ 175,868.00

All work described by the contract documents (drawings and specifications).

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in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.

2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.

3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

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NONCOLLUSION AFFIDAVIT

Project Title: **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT**

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

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 8/18/09

McConville, Inc.
General Building & Engineering Contractors
Legal Company Name

Corporation (CA)
Indicate Type of Entity: Sole Proprietorship, Partnership (General/Limited Partners), Corporation, Joint Venture, etc.

By: [signature]
Title: General Manager

City Business Lic. No.: 516603221 0
Expiration Date: 6/15/2010
State Contractor Lic. No.: 829763
Classification: BA
Expiration Date: 12/31/09
Federal I. D. No.: 43-2019607
Address: 2055 Junction Ave
Suite 108
San Jose, CA 95131
Telephone: 408-428-9800

****

NOTARY

On Aug 18 2009 before me, Rinkoo R. Nat, notary public (name and title of officer), personally appeared Cletus Marion McConville who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [signature] (Seal)
Notary Public

RINKOO R. NAT
COMM. #1831555
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Feb. 13, 2013

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, McConville, Inc. General Building & Engineering Contractors as PRINCIPAL, and North American Specialty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of ten percent of bid----- DOLLARS ($10%-----).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on August 20, 2009 for **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th day of August, 20 09.

PRINCIPAL	SURETY
McConville, Inc. General Building & Engineering Contractors Legal Company Name	North American Specialty Insurance Company Legal Company Name
Corporation Indicate Type of Entity	
By Mark McConville Title: Vice President	By Danijela L. Mosunic Title: Danijela L. Mosunic Attorney-In-Fact
By _____ Title:	By Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On August 12, 2009 (Date) before me, Patricia K. Simicich, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Danijela L. Mosunic (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PATRICIA K. SIMICICH
Commission # 1769525
Notary Public - California
Santa Clara County
My Comm. Expires Sep 21, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

DANIJELA L. MOSUNIC, CHARLES M. GRISWOLD, FRANCIS E. COOK,

RONALD G. SPENO and VINCENT SCOLARI

jointly and severally

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION ($25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28th day of May, 2009.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 28th day of May, 2009, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2011

Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of August, 2009.

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

[illegible]	[illegible]	[illegible]
JRP ELECTRIC	SANTA CLARA, CA	ELECTRICAL/COMMUNICATION
REPUTABLE TILE CO.	SANTA CLARA, CA	TILE.
ORCHARD CITY FLOOR COVERING	CAMPBELL, CA	CARPETING

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STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT
Blue Arc	Blue Arc	$290,953.–
Junction Offices	Borelli	$202,005.–
Airgas	Airgas, NCN	$736,226.–
Impax	Impax Laboratories	$294,556.–
Dr. Al-Mufti	Haseeb Al-Mufti	$112,663.–

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STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT

54E

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Department of Public Works

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

8/20 3pm

August 13, 2009

ADDENDUM NO. 1
FOR THE
ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT PROJECT

Notice is hereby given that the following revisions, clarification, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT PROJECT.**

SPECIFICATIONS:

1. **Remove** entirely Attachment 5 and **Replace** with updated attachment 5 attached.

2. **Revise** Specification section 09315 as follows:
   - **Delete** sub-section B and C to existing Section 1.4 "Quality Assurance".

3. **Revise** Specification section 09680 as follows:
   - **Delete** sub-section A to existing Section 1.04 "Quality Assurance".

4. **Revise** Specification section 16715 as follows:
   - **Delete** sub-section B and C to existing Section 1.5 "Contractor Qualifications".

DRAWINGS:

1. **Delete** Construction Note #4 on sheet A4.0.

2. **Delete** Telecommunication Construction Notes #4 and #5 on sheet E1.0 and E2.0.

RESPONSES TO CONTRACTORS RFI'S:

Question #1:
Is there a connection between the southern Lab Section of the building and the second floor server room?
Answer #1:
There is existing fiber connection.

200 E. Santa Clara St., 6th Floor, San José, CA 95113 *tel* (408) 535-8350 *fax* (408) 292-6288 www.sanjoseca.gov

Question #2:
If yes, will the connection be fiber optic cable and how will the conduit be run?
Answer #2:
There is existing conduit that feeds the Southern Lab.

Question #3:
In demolition notes, note "E" states to patch and repair all adjacent walls, floors, and ceiling damaged during construction to the satisfaction of the project manager. There is no mention of painting the walls upon completion of patch and repair. Are we to assume that walls will not be painted?
Answer #3:
Contractor shall patch and repair any damages during construction to match existing and adjacent condition, which shall require some painting to match adjacent surfaces.

Question #4:
After the removal of all unused or abandoned cabling as required by 2007 CEC., who will be responsible for installation all the acoustical ceiling tiles throughout?
Answer #4:
Contractor shall be responsible for removal, re-installation, replacement and repair if there is any damage to the existing acoustical ceiling tiles to its original condition.

Question #5:
Room numbers to be tiled?
Answer #5:
See Construction Note #3 on drawing A4.0.

Question #6:
On the south side of the LIB Room with all those outlets, can we use "Wiremold" to install those outlets so close together instead of cutting them in the wall individually?
Answer #6:
Install new outlets in wall on the south side of the LIB Room, as shown in sheet E1.0 of the plans. No "Wiremold" accepted.

Question #7:
Are the partitions that are going in internally set up outlets already? Or are they non-powered partitions?
Answer #7:
All cubicle outlets are pre-wired by the partition manufacturer. Contractor shall intercept and extend wiring to panel in new telepower pole J-box, as shown in the plans.

Question #8:
Are the cubicles pre-wired for standard voltage?

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Answer #8:
Yes. See answer #7 above.

Question #9:
Where is the location of the main service for bonding the trays and is it accessible for routing the bonding wire?
Answer #9:
Main electrical service is located in the Mechanical Room 106. Trays shall be bonded to existing grounding electrode or column grounding building steel Room 116 (Electrical Room).

Question #10:
Want to confirm that the cable is CAT6A?
Answer #10:
Cable CAT6A shall be installed per plans.

Question #11:
I wanted to verify if the receptacles in the cubicles are pre-wired and only need an end-feed connection?
Answer #11:
Yes. See answer #7 above.

Question #12:
I heard that during the job walk someone brought up that the City requires that all electricians performing the work to be certified. Is this correct and does it mean we can't use apprentices for anything or just high voltage connection?
Answer #12:
In accordance with California Labor Code Section 3099.2., the contractor shall use, and/or cause its electrical subcontractor to use, properly certified electricians to perform electrical work.

Question #13:
Is there new flooring in Lobby 101 under this contract?
Answer #13:
Existing ceramic tile in Lobby 101 is to remain and is not part of this contract.

Question #14:
Is new ceiling tile going to be installed prior to this contract?
Answer #14:
Yes.

Question #15:
Are new door thresholds to be installed where new carpet is installed adjacent to rooms' not receiving new carpet? If so, specify type.

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Answer #15:
Contractor is to provide and install new door thresholds where new carpet is installed and adjacent to rooms not receiving new carpet. Threshold product number is 272A from PEMKO Manufacturing, Co. or equal. Contractor is to provide threshold submittal for review and approval prior to installation.

Question #16:
Will systems furniture contractor layout new cubicle system for electrical drop locations?
Answer #16:
Yes. See electrical drawings.

Question #17:
Please provide exact number of door openings to receive thresholds? 1 or 2 ?
Answer #17:
See Answer #15 above.

Question #18:
Besides the frame type clarified below (PEMKO), is the pair doors hollow metal too?
Answer #18:
Existing pair doors is hollow metal.

Question #19:
What is the door undercut to be after new floors? Is there cutting of doors involved?
Answer #19:
Contractor is to field verify and cut doors as required after new floors are installed.

Question #20:
What is the Pemko product # for the threshold?
Answer #20:
See Answer #15 above.

ATTACHMENTS:

1. Updated Attachment 5.
2. Pre-Bid Meeting Sign-In Sheet dated August 6, 2009.

END OF BID PACKAGE MODIFICATIONS

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To: All Plan Holders for the Environmental Services Building Tenant Improvement Project
Subject: ADDENDUM NO. 1
Date: August 13, 2009

INSTRUCTIONS TO BIDDER:

The bidder must sign this addendum in the space provided below and return one signed copy of this sheet with the bid. **Failure to return this signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.**

APPROVED BY:

KATHERINE JENSEN
Division Manager

McConville, Inc.	8/18/09
Bidder's Name	Date
G.M.	
Signature & Title of Bidder	

200 E. Santa Clara St., 6th Floor, San José, CA 95113 *tel* (408) 535-8350 *fax* (408) 292-6288 www.sanjoseca.gov

ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that State of California Prevailing Wage Rate requirements apply to this project. Copies of the General Prevailing Wage Determinations made by the California Director of Industrial Relations are available at the Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San Jose CA 95113-1905and the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose CA 95113-1905. The General Prevailing Wage Determination is also available via the Internet at www.dir.ca.gov/DLSR/PWD. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

Installation of draperies, blinds, shades and awnings under a construction contract is subject to prevailing wage requirements. The appropriate craft classification is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for on-going construction clean-up is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for final construction clean-up is **Laborer Group 4 [DIR Wage Index Pages 49-50]**.

Effective January 2, 2002, a Congestion Zone Fee (CZF) is required to be paid to each Ironworker [refer to Ironworker Master Agreement, under Travel & Subsistence Provisions, Parking Fee]. The CZF is $8.00 per worker/per day. The CZF is to be included on the contractors' certified payroll reports under the Travel & subsistence column. Failure to pay the CZF will result in a prevailing wage violation requiring the contractor to make restitution to the affected worker(s). Additionally, liquidated damages will be assessed.

The appropriate craft classification for welding is **Ironworker [DIR Wage Index Page 2]**.

In the performance of this Agreement:

I. **Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)**
The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records, and payment of prevailing wages where called for by the contract.

Please note the following classifications are not allowed on City of San Jose public works construction contracts:

Asbestos Removal Worker (Laborer)
Step I 0-1000 Hours
Step II 1001-4000 Hours

Carpet, Linoleum
Floor Covering Handler Less Than 3 Years
Floor Covering Handler Trainee, First 3 Months
Floor Covering Handler Trainee, Second 3 Months
Electrician
Material Handler, Second Six Months
Material Handler, First Six Months
Landscape Maintenance Laborer
Plumber
Underground Utility Tradesman
Landscape Tradesman I
Landscape Tradesman II
Construction Tradesman (Year 2)
Construction Tradesman (Year 3)
Construction Tradesman (Year 4)
Construction Tradesman (Year 5)
Slurry Seal Worker
Traffic Controlperson
Water Well Driller
Helper

II. Remedies For Contractor's Breach Of Prevailing Wage/Living Wage Provisions

A. General: Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Document Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
3. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose. It increases the ability of such workers to attain sustenance, decreases the amount of poverty, and reduces the amount of taxpayer funded social services in San Jose.
4. It increases competition by promoting a more level a more level playing field among contractors with regard to the wages paid to workers.

B. Withholding of Payment: Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Provision and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Prevailing Wage Provision.

In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Provision, is an express condition of the City's obligation to make each payment due the Contractor pursuant to this Contract. The City is not obligated to make payment due the contractor until contractor has performed all of its obligations under these provisions.

Any payment by the City, despite Contractor's failure to fully perform its obligations under these provisions, shall not be deemed to be a waiver of any other term or condition contained in this contract or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

C. Liquidated Damages For Breach Of Wage Provision: Contractor agrees its breach of the Wage Provision would cause the City damage by undermining the Goals, and the City's damage would not be remedied by contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

D. Audit Rights: All Records or documents required to be kept pursuant to this contract to verify compliance with the Wage Provision shall be made available at no cost to the City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to the City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this contract.