SAN JOSÉ/EVERGREEN COMMUNITY COLLEGE DISTRICT
RFQ # G2010.0081

TESTING & INSPECTION SERVICES FOR:
SOUTH CAMPUS DEVELOPMENT, #32107
EVERGREEN VALLEY COLLEGE
SAN JOSÉ, CALIFORNIA

ADDENDUM #2
March 13, 2014

Notice is hereby given that the following revisions, clarifications, additions and/or deletions are made a part of and incorporated into the Request for Qualifications RFQ #G2010.0081, originally dated February 21, 2014 for the referenced project. **Respondent shall ascertain prior to submitting their RFQ responses that they have received all Addenda issued and shall acknowledge such receipt in their RFQ responses.**

In the event of a conflict between the terms and provisions of this Addendum and the terms and provisions of the RFQ, the terms and provisions of this Addendum #2 shall control. In all other respects, the RFQ shall remain unchanged and in full force and effect.

**GENERAL**

**Additon:**

**Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled “PREVAILING WAGE SCALE”, are maintained at the District’s Offices located at 4750 San Felipe Road, San Jose, California 95135, and are available to any interested party upon request. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work.
Clarification/Addition:

Construction Careers Agreement. (CCA) Testing & Inspection firms submitting RFQ’s/pricing must provide evidence of acceptance of the terms and conditions of the Construction Careers Agreement (CCA) between San José/Evergreen Community College District and the Santa Clara & San Benito Counties Building and Construction Trades Council at the time of RFQ submission. Therefore, firms must submit completed and signed:

- Appendix A - “Agreement to Be Bound” and
- Appendix B - “Agreement of Contractors”

with their RFQ responses. Additionally, all firms or persons performing work related to the Testing & Inspection contract will be subject to, and will also be required to be bound by the CCA.

The Appendix A - “Agreement to Be Bound” and Appendix B - “Agreement of Contractors” are attached at the end of this Addendum. The entire CCA can be found at:


RFQ

SECTION 12.B.4 – PROPOSED LABS.

Add: Detailed lab information such as Lab Fee Schedule and estimated Lab Tests should be submitted with responses up to 6 additional pages

END OF ADDENDUM #2
APPENDIX A. AGREEMENT TO BE BOUND

The undersigned, _________________________________________________________ [Name of Contractor/Subcontractor] as a Contractor or Subcontractor ("Employer") performing Work on the San Jose Evergreen Community College District Project, which is paid for, in full or in part, with Measure G bond monies, including state matching monies (hereinafter "Project"), agree as follows:

For and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Construction Careers Agreement for the Project (hereinafter "Agreement"), a copy of which was received and is acknowledged, we hereby:

1. Accept and agree to be bound by the terms and conditions of the Agreement and all appendixes, together with any and all amendments and supplements now existing or made subsequent to our execution of this Agreement;

2. Certify that we have no commitments or agreements which would preclude our full and complete compliance with the terms and conditions of said Agreement;

3. Agree to secure from any Contractor (as defined in said Agreement) which is or becomes our subcontractor (of any tier), and from any successor therefore, a duly executed Agreement to be Bound in form identical to this document.

4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Agreement.

Date _______________ Company Name______________________________________

Name of Prime Contractor or Higher Level Subcontractor ________________________________________________

Signature______________________ Print Name________________________________

Title _________________________ Contractor’s License #_______________________

Project Name ______________________________ Bid # ________________________
APPENDIX B

San José City College’s Construction Technology Program. San José City College currently offers a state-approved Construction Technology Program leading to three certificates (Management, Residential Maintenance, and Certificate of Achievement) and/or an Associate of Science or Associate of Arts degree. The overall objectives of this program are to (a) prepare students for immediate employment in the field of construction, (b) provide skills for advancement within a construction trade, (c) provide skills for employment or self-employment as a contractor, and/or (d) offer opportunities and skills necessary to transfer to a baccalaureate institution. The purpose of this partnership is to add an additional student learning outcome: exposure and awareness of apprenticeship opportunities and attainment of math and workplace skills to be competitive apprenticeship applicants.

Updating of SJCC’s Industry Steering Committee. In order to facilitate the goals of this partnership, the District and Council agree to modify SJCC’s existing industry steering committee which will conduct meetings at least twice per academic year. Additional meetings will be convened as necessary for goal attainment. The purpose of the advisory steering committee is to assist in program improvement.

The objectives of the steering committee are to:

• articulate long-term and short-term goals and objectives for the group,
• develop and implement an annual plan of action/program of work,
• regularly review curricula to determine if they are meeting the needs of the students and the projected employment needs of business and industry,
• promote and publicize the program,
• review yearly outcome data from the program, and
• assess the impact of recommendations.
• develop local articulation agreements with regional high school districts.

The steering committee shall make recommendations to the program administrator and faculty.

The committee shall consist of members who represent the trade JATCs, the Building Trades Council, construction employers/industry professionals or Associations representing those professionals, SJCC (including one administrator and program faculty, and bond program representative), and a current student or graduate from the Construction Technology program, and a local high school representative.

Selection criteria for committee membership should include occupational expertise, industry perspective, peer recognition, interest in students, commitment, and diversity. The Committee (a) establishes processes for member recruitment, selection, appointment, and retirement, (b) conducts member orientation, relationship building, development, and evaluation, and (c) formally recognizes member contributions.
The committee shall (a) elect officers on a regular, systematic basis, (b) meet often enough to establish working relationships and accomplish their workplan, (c) conduct well-attended meetings with a clear purpose and agenda, (d) maintain a record of recommendations and/or actions that is distributed to the appropriate administrators and members, (e) require active participation from school/college staff, (f) use effective group process in decision-making, and (g) have sufficient administrative and clerical support to meet its goals. The officers shall include a chairperson, vice-chairperson, and secretary. The chairperson should be a member not employed by the district. The chairperson presides at meetings, works closely with college officials, calls meetings, plans agendas, appoints subcommittees, and ensures that the advisory committee participates in an annual review of the program. A vice-chairperson is elected to serve in the absence of the chairperson. A district member will serve as secretary. The secretary will perform the usual functions of announcing meetings, communicating information, recording and mailing copies of the minutes to all committee members. Minutes of each formal meeting will be kept on file by the secretary, dean, and vice president.

Activities of the advisory steering committee will be part of an annual workplan related to meeting annual objectives. Examples of possible activities include (and are not limited to):

Curriculum and Instruction
- Analyze course content and sequence
- Compare content with occupational competencies
- Assist in developing and validating tests
- Advise on labor market needs and trends
- Identify the need for new programs or areas of concentration
- Review, recommend, and assist in obtaining instructional materials
- Recommend safety policies and procedures
- Identify and expand the use of new technologies in instruction

Program Review
- Review and recommend program and student learning outcomes
- Participate in program evaluation and recommend evaluation criteria
- Compare student performance standards to business/industry standards
- Assess, recommend, and/or provide equipment and facilities
- Evaluate the quality and quantity of graduates and job placement
- Conduct community and occupational surveys
- Participate in long-term planning

Recruitment and Job Placement
- Assist in reviewing teacher selection criteria and screening
- Assist in recruiting new staff and potential students
- Notify instructors of job openings
- Provide or obtain cooperative work experiences, internships/externships, work/study, or work-based learning opportunities for students
- Assist students in developing resumes and interviewing skills
- Assist with career days/job fairs
• Hire graduates/program completers

Staff Development
• Provide staff development activities for faculty
• Provide instructors with retraining/back-to-industry and summer opportunities for technical upgrading
• Review professional development plans
• Support staff attendance at conferences
• Conduct workplace tours

Student Organizations
• Assist in developing and judging competitive skill events
• Sponsor student organization activities and assist in fundraising
• Conduct leadership development activities
• Assist students with career development
• Evaluate student portfolios

Community/Public Relations
• Interpret the Construction Technology program to employers, community, and the media
• Present programs to community groups
• Establish or participate in programs to recognize outstanding students, teachers, and community leaders
• Assist in developing a marketing plan

Resources
• Assist in budget development and review
• Conduct fundraising activities and make or obtain donations
• Establish scholarships and awards
• Provide tours and field trips, job shadowing experiences, and speakers
• Leverage community resources and broker community partnerships
• Work cooperatively on grant proposals and implementation as appropriate

Legislation
• Advocate for programs with legislators
• Arrange tours of programs for legislators
• Involve legislators in program events
• Update programs on legislative actions
Binding Effect. This Agreement is binding on all contractors performing work on the project of any tier and the (to be determined), as per Appendix B to this Construction Careers Agreement, and their successors and assigns. However, nothing in this Appendix B shall supersede the provisions of the Construction Careers Agreement, a schedule “A” labor agreement or the approved standards for any Building Trades apprenticeship program.

AGREEMENT OF CONTRACTORS

I, ______________________, by affixing my signature hereto, understand that with the support of the Building and Construction Trades Council, the Contractor(s) has agreed to work with the District and the Industry Steering Committee to provide construction employment opportunities on this project, for people who reside in the zip code areas covered by the District. The Industry Steering Committee will recruit, screen, and refer qualified individuals for employment opportunities through the building and construction trades unions.

The Committee will also provide retention services to individuals referred to this project for employment. (to be determined) will serve as the lead agency for the committee, and as such, will be the agency that contractors will contact to provide appropriate employment information as described below.

I understand that as a contractor on this project, my participation in the Committee’s employment program is mandatory and is a material term of my contract with the General Contractor. Specifically, I agree to comply with the following requirements:

1) To contact and provide the following information to (to be determined) of all apprentice level job openings on this project in a timely manner:
   a) description of the job, including the trade;
   b) specific qualifications, skills, and any other job requirements;
   c) person’s name and telephone number at my business who will be responsible for answering questions regarding the job opening; and description of how applicants should apply for the job.
The information described in this provision will be provided to (to be determined) no later than when my business sends a job order to the appropriate building and constructions trades union for the job opening.

2) To work cooperatively with the (to be determined) and make good faith efforts to employ qualified individuals referred by the (to be determined). “Good faith efforts” as it applies to this project shall mean:

a) To offer the (to be determined) the first opportunity to provide qualified individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

b) To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications; To request construction trades unions to dispatch qualified individuals referred by the Committee by name when feasible, as permitted under the appropriate Collective Bargaining Agreement, and rules and regulations of the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

c) To make best efforts to hire candidates referred by the Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the (to be determined) the first opportunity to provide qualified individuals for employment.

d) Good faith efforts will have been met if contractor employs one or more apprentices from the required zip codes on this project or other projects not proprietary to the District.

e) Failure to employ one or more apprentices from the following zip code will require employer to employ local student(s) from the required zip codes that have participated in the Construction Careers Academy by the District in
work positions when such student(s) are available for dispatch from the (to be determined).

3) To maintain records that document compliance with this agreement and to provide such records to the General Contractor or the Committee upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in this project’s Contract Documents, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Collective Bargaining Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Date _______________ Company Name__________________________________________

Name of Prime Contractor or Higher Level Subcontractor ____________________________________________

Signature______________________ Print Name_______________________________________

Title _______________________ Contractor’s License #__________________

Project Name ____________________________ Bid # __________________________