

BID PROPOSAL

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("the District").

FROM:

Mema Construction
 (Name of Bidder)
555 Pierce Street #1005
 (Address)
Albany, Ca 94706
 (City, State, Zip Code)
510-525-2398 / 525-2304
 (Telephone/Fax)
mema@post.com
 (E-Mail Address of Bidder's Representative(s))
Ali Farahani
 (Name(s) of Bidder's Authorized Representative(s))

1. Bid Proposal

1.	Base Bid	\$310,000.00
2.	Owner's Non-Specified Allowance	\$ 30,000.00
3.	Total Bid Amount (Sum of Line 1 + 2)	\$340,000.00

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents for the sum of three hundred forty thousand Dollars (\$ 340,000.00) (Line 3 of Table above). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The Bidder confirms that the bid proposal includes the Owner's Non-Specified Allowance in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00).

1.2 Owner's Non-Specified Allowance. Bidder shall include in Bid Proposal the stipulated sum of Thirty Thousand Dollars and No Cents (\$30,000.00) for non-specified work to be performed ONLY at the determination and direction of the District. Work performed at the determination and direction of the District under this Allowance shall be documented by Contractor and submitted to Construction Manager per the requirements specified in

Article 9 of the General Conditions. Contractor shall include a separate line item in Contractor's Schedule of Values as "Allowance" with the value of Thirty Thousand Dollars (\$30,000.00). At closeout of Contract, any funds remaining in the Allowance shall be credited to Owner through a Change Order.

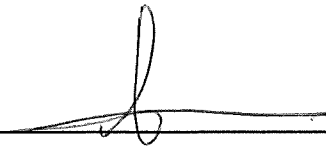
- 1.3 Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Af Addenda Nos. #1 received, acknowledged
(Initial) and incorporated into this Bid Proposal.

- 2. Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Statement of Qualifications; (d) Certification of Pre-Bid Site Visit; (e) Non-Collusion Affidavit; and (f) Public Works Contractor Registration Certification Form. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
- 3. Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within ten (10) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.
- 4. Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) B-C10 bearing License Number(s) 73870, with expiration date(s) of 1-31-2023. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.
- 5. Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)

By: _____



(Signature)

Ali Farahan

(Typed or Printed Name)

Title: _____

Bulner

SUBCONTRACTORS LIST

Bidder: Nema Construction
 Address: 444 Pierce Street #1005
 Telephone: 510-525-2398
 Fax: 510-525-2304
 Bidder's Authorized Representative: Ali Farahani

PROJECT: BID NO.: B20/21-14 CHABOT COLLEGE DENTAL HYGIENE SIMULATION EQUIPMENT CONNECTIONS

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK
California Utility Engineering, Inc	126 Fibert Rd Woodside, CA 94062	Trenching, Asphalt, Concrete.
Caleo Fence Inc.	4568 Contractors Place Livermore, CA. 94551	Chain link Fence
TEPS	P.O. Box 5791 Concord, CA. 94524	Electrical Power, Data

PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS

In accordance with Public Contract Code §4104, General Contractors submitting bids on California public projects should submit subcontractors license numbers with all bids. Pursuant to California Senate Bill 854, any subcontractor(s) who intend to bid on any public works project must be registered with the California's Department of Industrial Relations (DIR).

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Alameda)

PROJECT: **BID NO.: B20/21-14 CHABOT COLLEGE DENTAL HYGIENE SIMULATION EQUIPMENT CONNECTIONS**

I, Ali Farahani, being first duly sworn, deposes and says that I am the owner of Neway Construction, the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 18th day of May, 2021 at Albany, Alameda.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Signature]
Signature

555 Pierce Street #1005
(Address)

Ali Farahani
Name Printed or Typed

Albany, CA 94706
(City, County and State)

(510) 525-2398
(Area Code and Telephone Number)

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STATEMENT OF BIDDER'S QUALIFICATIONS

1. Bidder's Organization

1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. _____

1.1.1 If a corporation, state the following:

State of incorporation: _____

Date of incorporation: _____

President/Chief Executive Officer: _____

Secretary: _____

Treasurer/Chief Financial Officer: _____

1.1.2 If a partnership, state the following:

Type of partnership, i.e., general partnership, limited partnership: _____

Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____

1.1.3 If a proprietorship, state the names of all proprietors: _____

Ali Esmaili

1.1.4 If a joint venture, state the following

Date of organization: _____

Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable: _____

1.2 Number of years your organization has been in business as a contractor: 28

1.3 Number of years your organization has conducted business under its present name:

28

1.4 If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):

ALI

1.5 Your organization's Federal Tax Identification Number: 20-4097122

1.6 Your Public Works Contractor Registration Number: 1000008369

2. Licensing

2.1 California Contractors License: Number: 731870
 Expiration Date: 1-31-2023
 Responsible Managing Employee/Officer: Ali Karahani
 License Classification(s): B-C10

2.2 Has a claim or other demand ever been made against your organization's California Contractors License Bond? Yes No
 If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

2.3 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? Yes No
 If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

2.4 Has your contractors' license(s) been consistently active for at least five (5) years without revocation or suspension? Yes No

3. Experience

3.1 Categories of work (other than management/supervision) your organization typically performs with your own forces See Attached

3.2 On a separate attachment, list similar sized construction project completed by your organization in the past seven (7) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization, percentage of change orders for the project, original completion date and final completion date (iii) the project owner's name, address, telephone number and email address, the name of the project owner's representative, address, telephone number and email address; and (iv) the project architect's name, address, telephone number, contact person and their email address.

3.3 On a separate attachment, list all construction projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed

by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the project owner and the project owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

4. Performance History

- 4.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).
- 4.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? Yes No
- 4.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? Yes No
- 4.1.3 Are there any judgements, orders, decrees, mediation or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? Yes No
- 4.2 Has your organization ever refused to sign a construction contract awarded to it?
 Yes No
- 4.3 Has your organization ever failed to complete a construction contract? Yes No
- 4.4 Has your organization ever been declared in default of a construction contract within California within the past ten (10) years?
 Yes No
- 4.5 Has any construction contract to which your organization has been or is a party to been terminated for the convenience of the project owner? Yes No
- 4.6 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?
 Yes No
- 4.7 Has your Firm or an Associated Firm or any of their owners or officers who owns ten percent (10%) or more equity interest of your organization been convicted of a crime under federal, state, or local law involving: bidding for, awarding of, or performance of a contract with a public entity; making a false claim(s) to any public entity; or fraud, theft, or other act of dishonesty to any contracting party within the past ten (10) years?
 Yes No
- 4.8 Has your organization or any predecessor to your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?
 Yes No

4.9 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

Yes No

4.10 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

Yes No

If "YES" to any of the above questions you will Not qualify for this project.

4.11 Has your Firm contracted for and completed construction of a minimum of three (3) California community college, university or higher education projects, each with a value of at least \$400,000, and all within the past seven (7) years?

Yes No

5.0 **References** (Include name, contact person, telephone, email and address for each reference provided):

5.1 Trade References (three (3) minimum)

See Attached

5.2 Bank References

California Bank & Trust
Mary Yuan 510-529-8151

5.3 Public Works Inspectors of Record (K-12 or community college project)

See Attached

5.4 Owner references (three (3) minimum, California community college districts and/or K-12 school district)

See Attached

6.0 Accuracy and Authority

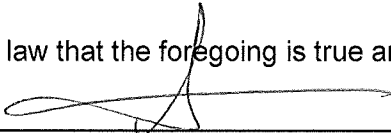
The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this 18th day of May 2021 at Albany, Ca

(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.



(Signature)

Ali Fouhoni

(Typed or written name)

CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees
Chabot-Las Positas Community College District 7600
Dublin Blvd., 3rd Floor
Dublin, California 94568

**RE: IFB Bid No. B20/21-14 – Chabot College Dental Hygiene
Simulation Equipment Connection**

Ladies and Gentlemen:

In connection with submitting a Bid Proposal for the Work described as IFB NO.: 20/21-14, Domestic Water Booster Pump Project, I visited the Site of the Work on Wednesday, April 28, 2021, at Las Positas College, 3000 Campus Hill Drive, Livermore, California 94551 on behalf of:

NEMA Construction
Bidder Name

to inspect the Site of the proposed work, which will be turned over to the Bidder, if awarded the Contract, in its present condition, with a representative of the Chabot-Las Positas Community College, in order to acquaint the Bidder with the proposed Work so that the Bidder fully understands the facilities, difficulties, and restrictions attendant to execution and completion of the Work. I have also reviewed on behalf of the Bidder, the as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with District representatives and/or Contract Manager at Las Positas College.

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder's Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness.

NEMA Construction
Name of Bidder Ali Farahani

[Signature]
Authorized Signatory

555 Pierce Street # 1005
Address Albany, Ca 94706

510-525-2398
Phone Number

4/28/2021
Date

[Handwritten initials]
PMS
MCCUMS
4/28/21

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, Merchants Bonding Company (Mutual), as Surety and NEMA Construction, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, hereinafter "the Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the **BID NO.: B20/21-14 CHABOT COLLEGE DENTAL HYGIENE SIMULATION EQUIPMENT CONNECTIONS**.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **ten percent (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 12th day of May, 2021 by their duly authorized agents or representatives.

(Principal's Corporate Seal)

NEMA Construction

(Principal Name)
By: _____
[Signature]

Ali Karabani

(Typed or Printed Name)

Title: owner

(Surety's Corporate Seal)

Merchants Bonding Company (Mutual)

(Surety Name)
By: _____
[Signature]
(Signature of Surety)

Vanessa Copeland, Attorney-in-Fact

(Typed or Printed Name)

(Attach Attorney-in-Fact Certificate)

(714) 546-5100

(Area Code and Telephone Number of Attorney-in-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

Ray Klucznik

(Contact Name)

PO Box 14498 Des Moines, IA 50306

(Address)

(515)243-8171

(Telephone)

rklucznik@merchantsbonding.com

(Email address)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

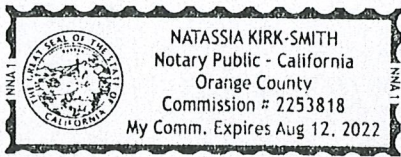
State of California)

County of Orange)

On 5/12/21 before me, Natassia Kirk-Smith, Notary Public, personally appeared Vanessa Copeland

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.



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:

Handwritten signature of Natassia Kirk-Smith

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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

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:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Eric Lowey; Jennifer Grenrood; Karyl A Richter; Kevin Cathcart; Lisa Pellerito; Mark Richardson; Michael Castaneda; Natassia Smith; Teresa I Jackson; Vanessa Copeland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of January, 2021.



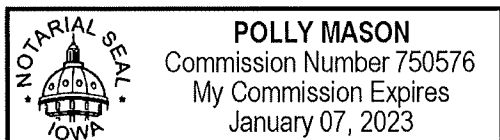
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of May, 2021.



William Warner Jr.

Secretary

Information about Bidder's past projects performed as general contractor for last six years:

#17

Project name: Smithwick Emergency Generator Replacement-Foothill College

Location: Los Altos Hill

Owner: Foothill College

Owner contact (name and current phone number): Michael Hohl-Gilbane/Maas/650-949-6904

Architect or engineer name: None

Architect or engineer contact (name and current phone number): None

Project manager (name and current phone number): Michael Hohl

Description of project and scope of work performed: Installation of 250KVA Generator, Transferswitch, Load Bank, 4" conduits, 500MCM wires, Control Panel, Trenching, Concrete pad, chain link fence, Bollard.

Initial contract value (at time of bid award): Total of all phases: \$ 310,000.

Final cost of construction (including change order): \$ 321,565.

Original scheduled completion date: 3/25/15

Time extension granted (number of days): (5)-month

Actual date of completion: 2/15/16

Number and amount of stop notices or mechanic's lien filed: None

Amount of Liquidated damages assessed against Bidder: None

Nature and resolution of any claim, lawsuit, and/or arbitration between Bidders: None

Information about Bidder's past projects performed as general contractor for last six years:

#7

Project name: Jackson Winery Solar Panels.

Location: University of California, Davis, CA

Owner: University of California, Davis.

Owner contact (name and current phone number): Debora Swingle-530-601-0836 or 530-752-5165

Architect or engineer name: Owner

Project manager: Deborah Swingle.

Installation of Solar Panels, Main Switchboard, Inverters.

Initial contract value (at time of bid award): \$ 225,900.

Final cost of construction (including change order): \$ 225,900.

Original scheduled completion date: 12/18/18

Actual date of completion: 12/18/19

Number and amount of stop notices or mechanic's lien filed: None

Amount of Liquidated damages assessed against Bidder: None

Nature and resolution of any claim, lawsuit, and/or arbitration between Bidders: None

Information about Bidder's past projects performed as general contractor for last six years:

#3

Project name: Richmond Parkway and Castro street signal interconnect cable replacement.

Location: Parkway and Castro Highway

Owner: City of Richmond

Owner contact (name and current phone number): Mr.Yader Bermudez – 510-774-6300

Architect or engineer name: Mr. Yader Bermudez

Architect or engineer contact (name and current phone number): Mr. Yader Bermudez – 510-774-6300

Project manager (name and current phone number): Mr. Yader Bermudez – 510-774-6300

Description of project and scope of work performed: Installation of 200-Caltrans approved boxes, Switchboard, conduits, wires, communication cables.

Initial contract value (at time of bid award): \$ 500,000.

Final cost of construction (including change order): \$ 500,000.

Original scheduled completion date: 3/15/16

Time extension granted (number of days): N/A

Actual date of completion: 3/15/16

Number and amount of stop notices or mechanic's lien filed: None

Amount of Liquidated damages assessed against Bidder: None

Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder: None

Information about Bidder's past projects performed as general contractor for last six years:

#2

Project name: Civic Auditorium ADA Upgrades

Location: 430 Civic Center, Richmond, CA

Owner: City of Richmond

Owner contact (name and current phone number): Mr.Yader Bermudez – 510-774-6300

Architect or engineer name: Mr. Yader Bermudez

Architect or engineer contact (name and current phone number): Mr. Yader Bermudez – 510-774-6300

Project manager (name and current phone number): Mr. Yader Bermudez – 510-774-6300

Description of project and scope of work performed: Renovation of bathrooms, new elevator with all related electrical, such as Switchboard ,panels , control panels ,fire alarm, lights , glass walls, structural concrete foundation.

Initial contract value (at time of bid award): \$ 900,000.

Final cost of construction (including change order): \$ 1,175,000.

Original scheduled completion date: 11/12/16

Time extension granted (number of days): 60-days

Actual date of completion: 1/10/17

Number and amount of stop notices or mechanic's lien filed: None

Amount of Liquidated damages assessed against Bidder: None

Nature and resolution of any claim, lawsuit, and/or arbitration between Bidders: None



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT PURCHASING DEPARTMENT

May 12, 2021

Addendum No. 01 INVITATION TO BID.: B20/21-14

Chabot College Dental Hygiene Simulation Equipment Connections

To: All Prospective Bidders

This Addendum No. 01 is issued to incorporate the following changes, additions or deletions to the RFP/IFB (B20/21-14). Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the RFP/IFB (B20/21-14) to remain in force. It is the responsibility of all responders to conform to this addendum.

A. ADDITIONS, CHANGES AND/OR CLARIFICATIONS:

Question 1: Please confirm the project scope includes saw cutting and removal of existing concrete floor to install new utility trench. Is exposed concrete acceptable for the interior of the trench? Please specify trench plates?

Response: The scope does include saw cutting and removal of concrete infill in existing floor trenches and additional trench as required to meet proper point of connection for dental simulator equipment. Exposed concrete interior is acceptable. Cover plates to be BALCO TSA series or equal.

Question 2: Since a utility trench will be installed in the dental room we would recommend replacing the flooring with new. A lot of the floor area will be affected. Please specify flooring?

Response: Agreed. Please include price of reflooring entire room in bid. See Attachment A for flooring specification from original building construction.

Question 3: During the site visit we were told that the scanning for utilities will be paid for by the Contractor. Please clarify?

Response: The contractor is responsible for hiring a utility locator to locate all utilities that run in between Buildings 2200 and 2300 for the new compressor feeder that will run across the driveway. Contractor



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT PURCHASING DEPARTMENT

shall be responsible for replacement/repair of any damage incurred during from the installation.

Question 4: Can the saw cutting and removal of concrete including jack hammering be completed during Normal Bus. Hours or do we need to assume off hours work?

Response: This work can be completed during normal hours, but some coordination will have to take place in order to avoid performing this work during times when the adjacent dental lab is in use.

Question 5: During the bid walk it was mentioned that the contractor is responsible for providing cover over exterior fenced air compressor enclosure.

Response: Correct, assume fenced air compressor enclosure to have simple corrugated metal roof in your bid pricing. District may ask contractor for additional options. Price difference for additional options will be payed via change order if District decides to go with other option.

All other terms and conditions remain unchanged.

Michael McClung - Buyer, Purchasing and Warehouse Services
Chabot-Las Positas Community College District

SECTION 09 65 18

LINOLEUM

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Linoleum sheet flooring.
- B. Linoleum tile.

1.02 REFERENCES

- A. ASTM E648 and NFPA 253 - Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source and NFPA 253.
- B. ASTM D2047- Static Coefficient of Friction.
- C. ASTM E84, Test Method for Surface Burning Characteristics for Building Materials.
- D. Americans with Disabilities Act of 1990 (ADA)
 - 1. ADA/UFAS - ADA Title II Regulations and Uniform Federal Accessibility Standards.
- E. CACRM - California Access Compliance Reference Manual, updated July 1, 2008, based on the 2007 California Building Code.
- F. Related Section
 - 1. Section 05 53 16 - Trench and Access Covers.

1.03 SUBMITTALS

- A. Product data on specified products, describing physical and performance characteristics, sizes, patterns and colors available.
- B. Three samples, minimum 12 x 12 inches in size, illustrating color and pattern for each floor material specified.
- C. Manufacturer's installation instructions.
- D. Maintenance procedures and recommended maintenance materials, and suggested schedule for cleaning, stripping and re-waxing.

1.04 QUALITY ASSURANCE

- A. Manufacturer: Provide each type of resilient flooring and accessories as provided by a single manufacturer, including primers, adhesives, sealants, and leveling compounds.

- B. Flooring Contractor Qualifications: The Flooring Contractor shall have completed at least three projects of similar magnitude, material and complexity, and must provide project reference details including contact names and telephone numbers.
- C. Install Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
 - 1. Engage installer certified as a Forbo "Master Mechanic".
 - 2. Proof of Certification: Provide proof of certification as Forbo "Master Mechanic" before start of work.
- D. Regulatory Requirements
 - 1. ASTM E648, NFPA 253: Class I, Critical Radiant Flux Flame Spread Value: Minimum 0.45 watts per sq. cm.
 - 2. Flame spread not greater than 25 and smoke density not greater than 450 when tested in accordance with ASTM E84.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for a sufficient period of time prior to installation in area of installation to achieve temperature stability. Follow material manufacturer's recommendations.
- B. Maintain minimum 68 degrees F temperature required by adhesive manufacturer three days prior to, during, and 24 hours after installation of materials.

1.06 EXTRA MATERIALS

- A. Provide 45 sq ft of flooring and 20 lineal feet of base of each material specified.

1.07 WARRANTY

- A. Submit under provisions of General Requirements.
- B. Provide manufacturer's 5 year warranty against defects and wear-through.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Products of the following manufacturers form the basis for design and quality intended.
 - 1. Forbo-Linoleum, Inc., Hazleton, PA.
 - 2. Azrock Commercial Flooring, Florence, AL.
 - 3. Armstrong World Industries, Inc, Lancaster, PA.
- B. Or equal as approved in accordance with General Requirements for Substitutions.

2.02 SHEET FLOORING MATERIALS

- A. Product:
 - 1. Forbo Marmoleum, Dual Sheet, 6'-7" wide rolls, ASTM F2034, Type 1.
 - 2. Forbo Marmoleum, Dual Tile 13 x 13 inches ASTM F2195, Type 1.

- B. Linoleum Sheet With Backing: Organic, jute backing; total thickness of 2.5 mm gauge; sheet width of 79 inches, conforming to the following:
 - 1. Wear Surface: Homogeneous
 - 2. Backing: Jute
 - 3. Static Load Limit: 450 psi
 - 4. Coefficient of Friction: ASTM D2047; minimum 0.6.
- C. Seam Welding Rod: As manufactured by the materials manufacturer, 4 mm wide in colors to match the specified material.
- D. 6 inch high integral coved base.
- E. Colors: Dual-707 Barley.

2.03 ACCEPTABLE MANUFACTURERS - REDUCER STRIPS AND ACCESSORIES

- A. Products of the following manufacturers form the basis for design and quality intended.
 - 1. Duramax Inc./Johnsonite, Chagrin Falls, OH.
 - 2. The Roppe Co., Fostoria, OH.
 - 3. Mercer Products Co., Inc., Orlando, FL.
 - 4. The Flexco Co., Tuscumbia, AL.
 - 5. AFCO Rubber Corp., North Canton, OH.
- B. Or equal as approved in accordance with General Requirements for substitutions.

2.04 REDUCER STRIPS AND ACCESSORIES

- A. Reducer Strip: 1/8 inch CB-C butting gauge, Johnsonite.
- B. Adhesive: Forbo L-910 or as recommended by the manufacturer.

2.05 FILLERS AND ADHESIVES

- A. Subfloor Filler: Ardex Feather Finish and Primer P-51, approved by the flooring manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft, and are ready to receive Work.
- B. Prior to ordering linoleum flooring, conduct Calcium-Chloride Test Method in accordance with ASTM 1869 to verify that concrete floor slabs are dry with maximum moisture vapor emissions of 3 pounds per 1,000 square feet in 24 hours and that slabs exhibit negative alkalinity, carbonation or dusting. Apply the moisture test in four (4)

different areas of each floor location, with at least one test for each 1,000 square feet of floor area.

- C. Alkalinity Testing: Concrete floors shall be tested for alkalinity prior to the installation of linoleum flooring. Levels of pH shall not exceed the written recommendations of the linoleum flooring manufacturer or the adhesive manufacturer, or both.
- D. Ordering of flooring materials and beginning of installation means acceptance of existing substrate and site conditions.

3.02 PREPARATION

- A. Install Concrete Slab Vapor Emission Treatment system where tests reveal presence of more than acceptable moisture level in accordance with Test Method ASTM F 1869 or ASTM F 2170.
- B. Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes and other defects with subfloor filler.
- C. Apply, trowel and float filler to leave a smooth, flat, hard surface, free of bumps or depressions of any size.
- D. Prohibit traffic from area until filler is cured.
- E. Vacuum clean substrate.
- F. Apply primer as recommended by the materials manufacturer.

3.03 INSTALLATION - SHEET MATERIAL AND TRENCH AND ACCESS COVERS

- A. Install in accordance with manufacturers' instructions.
- B. Spread only enough adhesive to permit installation of materials before initial set.
- C. Set flooring in place, press with heavy roller to attain full adhesion.
- D. Lay flooring with joints and seams in accordance with seaming plan.
- E. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.
- F. Install edge strips at unprotected or exposed edges and where flooring terminates.
- G. Scribe flooring to walls, columns, cabinets, floor outlets and other appurtenances to produce tight joints.
- H. Install feature strips, edge strips and floor markings where indicated. Fit joints tightly.
- I. Provide additional linoleum backing as required to align trench and access floor cover linoleum finish surface flush with adjacent floor finish.

3.04 PROTECTION

- A. Prohibit traffic on floor finish for 48 hours after installation.

3.05 CLEANING

- A. Remove excess adhesive from floor, base and wall surfaces without damage.
- B. First Waxing: Clean flooring in accordance with manufacturer's instruction. Apply one coat of wad and buff with a polishing machine. Hand buff areas inaccessible to machine. Verify with Owner the type of wax to be used. Utilize approved materials only.
- C. Protection: Cover work with a heavy non-asphaltic non-staining type building paper where subsequent building operations occur. Protect work until completion and acceptance of building. Repair or make good any damage to this work and work of other trades damaged during installation of flooring.
- D. Final Waxing: Immediately prior to final inspection, remove protection and again wad flooring same as first waxing. Perform cleaning as required prior to final waxing.

3.06 REPLACEMENT MATERIALS

- A. Provide one length of each color of specified sheet floor covering material installed, 79 inch wide, approximately 10 feet long.
- B. Provide one carton of specified tile floor covering material installed, approximately 9-tiles.

END OF SECTION

