

INVITATION TO BID
TRIM REPLACEMENTS, EXTERIOR
PAINTING, DECK COATING AND
INSTALLATION OF NEW
GUTTER/DOWNSPOUT

010/11

100 Great Oaks Blvd, Suite B
San Jose, California 95119
(408) 361-4610

PROPERTY MANAGEMENT INC
INVITATION TO BID

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NOTICE TO BIDDERS

PROJECT NAME: TRIM REPLACEMENTS, EXTERIOR PAINTING, DECK COATING AND INSTALLATION OF NEW GUTTER/DOWNSPOUT PROJECT

PROJECT NO: 010/11

ARTICLE 1 — GENERAL

1.01 NOTICE IS HEREBY GIVEN that the sealed Bids will be accepted by Property Management Inc, (PMI) the Owner's Authorized Representative, General Services Department, 100 Great Oaks Blvd, San Jose, CA, 95119 no later than **5:00 p.m., on September 1, 2011.**

1.02 THE WORK

.A The Work will consist of:

See Scope of Work, Attachment A

.B Key Personnel

.1 The Contractor must provide a minimum full-time Project Supervisor who must be at the site at all times when Work is being performed.

.2 No Work may begin on site until the Contractor submits, and the Owner approves the qualifications and experience of the proposed Project Supervisor, in 1.a above.

1.03 INSPECTIONS

This project requires inspections and permits by the City of San Jose's Building Official. Inspections/acceptance by the Building Official does not relieve the contractor from complying with the full scope of the Contract Documents.

1.04 ESTIMATED COST

The estimated cost for this work is: **approximately \$200,000.00**

1.05 CONTRACT TIME AND MILESTONES

The Contract Time for the completion of all the Work of the Project is **90** calendar Days.

1.06 LIQUIDATED DAMAGES

.A Liquidated Damages will be assessed in the amount of **\$250.00** for each calendar Day the Work remains incomplete beyond the Contract Time for completion.

.B Owner may withhold Liquidated Damages from payments to the Contractor as such damages accrue, or, at Owner's discretion, withhold Liquidated Damages from any payments due or that become due pursuant to the Contract, including Retention and final payment (pursuant to California Government Code §53069.85).

1.07 BIDS MUST BE ADDRESSED TO:

Property Management Inc., General Services Department, 100 Great Oaks Blvd, Suite B, San Jose, CA 95119 and bear the Project name and the RFP number.

1.08 BIDDER’S SECURITY

- .A Each Bid must be accompanied by cash, a certified or cashier’s check, or a bond in the sum of not less than ten percent (10%) of the total aggregate of the Bid price.
- .B The check or bond must be made payable to the “Poco Way Associates”

1.09 BID OPENING

- .A The Owner’s Representatives will open Bids at the time and place stated in Instruction to Bidders.
- .B The General Services staff will report the results of the Bid at a publicly noticed regular or special meeting of the Poco Way Associates Board of Directors following the date of opening of the Bids.

1.10 ERRORS OR DISCREPANCIES IN THE BIDS

The Owner reserves the right to reject any and all Bids and to waive any errors or discrepancies in the Bids.

ARTICLE 2 — OTHER NOTICES

2.01 CONTRACTOR’S LICENSING REQUIREMENT

- .A Pursuant to Document 00200.3, “Compliance with Contractor’s License Law”, the Contractor must possess a **B** Contractor’s License.
- .B The Contractor must possess the required classification(s) of Contractor’s License at the time the Bid is submitted (per Business and Professions Code §7028.15).
- .C If federal/state funds are involved in this Project as indicated below, the Contractor must possess the required classification of Contractor’s License at the time of the Contract Award (per Public Contract Code §20103.5). Federal/state funds:
 - .1 Are involved in the Project.
 - .2 Are NOT involved in the Project.

2.02 RESERVED

2.03 BONDS AND INSURANCE

- .A The successful Bidder must deliver all required insurance documents to the General Services department for acceptance before Owner will execute the Agreement and issue a Notice to Proceed with the Work.
- .B No Contract exists until all Contract and insurance documents have been

accepted by the Owner.

2.04 RESERVED.

2.05 RESERVED

2.06 AVAILABILITY OF BID DOCUMENTS

- .A Bid Documents (CD format) will be available for pickup at the address listed above on **August 1, 2011** or you can download it from our website http://www.hacsc.org/a_rfq.php.
- .B Following Award of the Contract, the Owner will furnish the successful Bidder with one (1) copy of the Contract Documents.

2.07 PRE-BID CONFERENCE

- .A A Pre-Bid Conference will be held on **August 16, 2011 10:00AM** at Poco Way Apartments, 1900 Poco Way San Jose, CA 95116. Bidders should become thoroughly familiar with the terms and conditions of the Bid Documents and local conditions affecting the performance and costs of the Work before attending this conference.
- .B Bidders must fully inspect the Project Site in all particulars before submitting a Bid.
- .C Attendance at the Pre-Bid Conference is:
 - 1. Mandatory
 - 2. Not Mandatory

2.08 PROJECT MANAGER

- .A The Owner's Project Manager for this Project is Scott Schnell, phone number (408) 639-2788 E-Mail to: scotts@hacsc.org. Bidders should NOT contact Mr. Schnell with questions about this bid. Any attempt to contact personnel, other than the designated point of contact in this bid, will be ground for immediate disqualification.
- .B The Owner's Authorized Representative for this Project, who has authority to Approve Addenda, Changes, Payment Requests, Completion Certifications, and other documents, is Jacque Hansen, Vice President, Poco Way HDC, Inc.

2.09 BID PERIOD CLARIFICATIONS AND ADDENDA

- .A Contractor must submit all requests for clarification, or interpretation of the Bid Documents via email to rener@hacsc.org with copy to scotts@hacsc.org no later than **5:00PM, August 23, 2011**.
- .B The Owner's Authorized Representative may issue written Addenda as appropriate for clarification or other reasons during the bidding period.
- .C Addenda will be sent via email to each person included on the Owner's plan holders list for the Project.
- .D Owner is not responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in an Addendum.
- .E Unless otherwise clarified in an Addendum, resolution of supposed discrepancies, conflicts, omissions or errors in the Bid Documents are

governed by General Conditions 1.05, "Conflicts in the Contract Documents."

2.10 SUBSTITUTIONS

Contractor may offer any material, process, article, or equipment that is substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, article, or equipment offered by Contractor is not, in the opinion of the Owner's Authorized Representative, substantially equal or better in respect to that specified, then Contractor must furnish that material, process, article, or equipment specified or one that in the opinion of the Owner's Authorized Representative is substantially equal or better in every respect. Offer of substitution of materials or equipment must be submitted no later than **5:00PM August 23, 2011**. Contractor must first received authorization from the Owner to use alternative materials or equipment prior to submitting bid form.

2.11 RESERVED.

2.12 SOLE SOURCE PRODUCTS – NOT APPLICABLE

2.13 RESERVED

2.14 PREPARATION COSTS

All costs incurred in the preparation and presentation of the Invitation to Bid (ITB) shall be completely absorbed by the responding party to the ITB. All documents submitted as part of the ITB will become property of the PMI. Request for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 — GENERAL

- 1.01 Bidder must examine these Instructions To Bidders carefully and respond to all requirements and conditions.
- 1.02 Bidders must be aware of the requirements of codes referenced in the Bid Documents.

ARTICLE 2 — COMPETENCE OF BIDDERS

- 2.01 Bidders must meet all qualification requirements contained in the Bid Documents.
- 2.02 Any Bidder may be required to furnish evidence satisfactory to Owner that the Bidder and its proposed Subcontractors have sufficient means and experience in the type of Work required to assure satisfactory completion of all the requirements of the Contract Documents.

ARTICLE 3 — COMPLIANCE WITH CONTRACTOR'S LICENSE LAWS

- 3.01 Bidder's attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code ("Contractors"), and the California Public Contract Code. The Contractor must possess the required classification of Contractor's License at the time the Bid is submitted (per Business and Professions Code §7028.15). If federal funds are involved in this project, the Contractor must possess the required classification of Contractor's License at the time of the Contract Award.
- 3.02 If a Bidder does not possess the required Contractor's License at the time a Bid is submitted, in accordance with Business and Professions Code §7028.15, the Bid will be considered non responsive and will be rejected by the Owner. The Owner may require forfeiture of the Bidder's Bond.
- 3.03 Joint venture Bidders must possess a joint venture license. Each party to a joint venture must be properly licensed for the Work of this Project.

ARTICLE 4 — PRIOR DISQUALIFICATION

- 4.01 Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation.
- 4.02 The Owner will review the circumstances presented in the Bid Form certification and will determine if acceptance of the Bid is in its best interest.

ARTICLE 5 — EXAMINATION OF BID DOCUMENTS AND PROJECT SITE

- 5.01 The Bidder must carefully examine the site of the Work and Bid Documents.
- 5.02 The submission of a Bid will be conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered including the availability of labor and materials to be provided, of the character, quality and quantities of Work to be performed, and of the requirements of all Bid Documents.

- 5.03 Where investigation of subsurface conditions has been made by Owner in respect to foundation or other design, Bidders may inspect Owner's records of such investigation, including examination of samples and drill cores, if any.
- 5.04 When logs of test borings indicating a record of the data obtained by Owner's investigation of subsurface conditions are made available, said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of bidders.
- 5.05 Investigation of subsurface conditions is made for the purpose of design, and Owner assumes no responsibility, whatsoever, in respect to the sufficiency of test borings, accuracy of the log of test borings, of other preliminary investigations, or in the interpretation thereof. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered.
- 5.06 Making information available to Bidders is not to be construed in any way as a waiver of the aforesaid provisions, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.
- 5.07 No information derived from such inspection of records of preliminary investigations made by Owner, or from the maps, Drawings or Contract Documents relieve Contractor from any risk or from properly fulfilling all the terms of the Contract. Records of such preliminary investigations as may have been made by Owner may be inspected by contacting the Owner's Project Manager identified in the Notice to Bidders.
- 5.08 Failure by Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.
- 5.09 Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor.

ARTICLE 6 — DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS

- 6.01 If any person contemplating submitting a Bid is in doubt as to the intended meaning of any part of the Bid Documents, or finds discrepancies in, or omissions in the Bid Documents, that person must submit a written request for an interpretation or correction thereof at least ten (10) calendar Days before the deadline for receipt of Bids.
- 6.02 Inquiries must be addressed to the Project Manager identified in the Notice to Bidders.
- 6.03 Any request received fewer than ten (10) calendar Days before the said deadline may not be answered. The person submitting the request will be responsible for its prompt delivery.
- 6.04 Any interpretation or correction of the Bid Documents will be made only by

Addendum, and will be mailed or delivered to each person included on the Owner's plan holders list for the Project.

- 6.05 Owner is not responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in an Addendum. If no Addenda are issued relating to supposed discrepancy, conflict, omissions or errors in figuring the Work, the supposed discrepancies, conflicts, or omissions are governed by "Conflicts in the Contract Documents."

ARTICLE 7 — BIDDER'S SECURITY

- 7.01 Each Bid must be accompanied by cash, a certified or cashier's check, or an original Bidders Bond in an amount not less than ten percent (10%) of the total aggregate of the Bid including all additive Bid items, indicated in the Notice to Bidders, to be used in determining the low Bid for the Project.
- 7.02 A Bid will be considered non-responsive if not accompanied by proper Bidder's Security
- 7.03 The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond.
- 7.04 Bonds and checks must be made payable to "**Poco Way Associates.**"
- 7.05 All bonds must be provided on the forms included with the Bid Documents or the Bid will be considered non-responsive.

ARTICLE 8 — BID FORM

- 8.01 Prospective Bidders are furnished Bid Forms. A Bid Form may contain a schedule of items requesting lump sum prices. It may also state estimated quantities of various kinds of Work to be performed, or materials to be provided, with a schedule of items for which unit prices are required.
- 8.02 The unit prices or lump sum pricing must include full compensation for Providing all labor, materials, services, tools, equipment and whatever else is required to perform all Work in accordance with the requirements of the Bid Documents.
- 8.03 All Bids must be submitted on the forms furnished by the Owner. A Bid not submitted on the forms furnished by the Owner will be considered non-responsive.
- 8.04 Completing the Bid Form:
- .A Bidder's name must be the same as listed on Bidder's California State Contractor's license.
 - .B Bid price(s) must be in the manner required by the Bid Form.
 - .C Bid Form must be signed by Bidder or duly authorized representative.
 - .1 If Bidder is an individual, name must be stated.
 - .2 If Bidder is a partnership, name of the partnership must be stated and one or more partners must sign the Bid Form.

- .3 If Bidder is a corporation, name of the corporation must be stated, the state of incorporation must be listed, the title of the person with authority to sign and bind the corporation, must be stated, and the corporate seal must be affixed.
- .4 Bidder's business and mailing address must be stated.

8.05 RESERVED

ARTICLE 9 — INTENTIONALLY LEFT BLANK

ARTICLE 10 — SUBMISSION OF BID FORMS

- 10.01 Original and two copies of Bid Forms** must be **completed in ink**, completely filled out, and submitted on the Bid Form furnished as part of the Bid Documents. Faxed Bids or modifications will not be considered by Owner.
- 10.02** It is the sole responsibility of the Bidder to ensure that its Bid is received at the proper time and at the proper location. Bids received after the time fixed for receiving them will not be considered.
- 10.03** Late Bids will be returned by the Owner to the Bidder unopened.
- 10.04** Each Bid must be addressed to the **Property Management Inc (PMI), Attn: Rene Regino, General Services**, and must be delivered no later than the date and time set for the acceptance of Bids in the published Notice to Bidders.
- 10.05** Each Bid must be enclosed in a sealed envelope bearing the title of the Project, Project Number, the name of the Bidder and the date and time of bid acceptance deadline. Failure to do so may result in a premature opening of, or failure to open, such bid. Bid Forms improperly marked may be disregarded.

ARTICLE 11 — WITHDRAWAL OF BID FORMS

- 11.01** Any Bid may be withdrawn at any time before the time fixed in the Notice to Bidders for the acceptance of Bids only by written request of the Bidder or a duly authorized representative.
- 11.02** Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in the Notice to Bidders.
- 11.03** A Bid will not be accepted after date and time stated herein.
- 11.04** After the opening of Bids, Bids may only be withdrawn for materials mistake affecting price, as determined by the Owner's Authorized Representative.

ARTICLE 12 — OPENING OF BIDS

- 12.01** Bids will be opened and read by the Owner's Authorized Representative.

ARTICLE 13 — REJECTION OF IRREGULAR BIDS

- 13.01** The Owner may reject any Bid if there appears to be any alteration of the Bid Form, any addition or condition not called for, or any incompleteness, erasure or irregularity of any kind.
- 13.02** Bids not completed in **Ink** will be rejected.
- 13.03** If the Bid amount or other material information is changed, the **change must be**

initialed.

ARTICLE 14 — COMPETITIVE BIDDING

- 14.01** More than one Bid from an individual, firm, partnership, corporation, or combination thereof, as a principal, under the same or different names will not be considered. Reasonable basis for believing that any individual, firm, partnership, corporation, or combination thereof is a principal in more than one Bid for the Work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof is a principal.
- 14.02** If there is a reason for believing that collusion exists among the Bidders, any or all Bids may be rejected.
- 14.03** A person, firm, or corporation submitting a sub-bid to a Bidder, or who quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or from being a principal Bidder for the same Work.
- 14.04** Bids in which unit prices are obviously unbalanced may be rejected.
- 14.05** Bidders are put on notice that any collusive agreement fixing the prices to be Bid so as to control or affect Awarding of the Contract may render void any Contract let under such circumstances.

ARTICLE 15 — ESTIMATED QUANTITIES

- 15.01** The quantities stated in a schedule of items for which unit prices are asked to be Bid are approximate only.
- 15.02** The quantities are given as a basis for the comparison of Bids.
- 15.03** Owner does not, expressly or by implication, represent that the actual amount of Work will correspond with quantities given and reserves the right to increase or decrease the quantities of Work for any Bid item, or to omit portions of the Work, as Owner may deem necessary or advisable.

ARTICLE 16 — SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

- 16.01 Bids must be based upon use of items named in the Bid Documents.**
- 16.02** In certain cases, specific items have been named (Named Products) because of operational or maintenance considerations; approval of proposed equals should not be assumed.
- 16.03** Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed provided the Bidder complies with the following requirements:
- .A The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.
 - .B Samples must be submitted when requested by the Owner.
 - .C Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the responsibility of the Bidder

submitting the proposal.

- .D Requests for approval must comply with the requirements of "Product Substitution Procedures."

16.04 Owner's Authorized Representative is the sole judge as to such matters. In the event Owner's Authorized Representative rejects the use of such Alternative(s) submitted, then the Contractor must furnish one of the particular Named Products originally specified in the Bid Documents.

16.05 Proposals for Alternative material(s), process, article(s), or equipment requested during the Bid period must be submitted not later than ten (10) calendar Days prior to Bid opening.

16.06 If the Owner does not respond to a proposed Alternative before the Bid date, and the proposed Alternative is not approved, the Contractor will furnish one of the specified Named Products.

ARTICLE 17 — RETURN OF BIDDER'S SECURITY

17.01 If Owner does not accept the Bid within the period of Days after the Bid opening stated in Bid Form, Owner will return Bidder's Security to all Bidders.

17.02 If the Bidder to whom the Contract is Awarded executes and delivers to Owner all the required documents, Owner will return Bidder's Security to all Bidders.

ARTICLE 18 — RESERVED

ARTICLE 19 — AWARD OF CONTRACT

19.01 The Contract, if Awarded, will be to the most qualified bidder, as determined in PMI's sole judgment, submitting the lowest reasonable price for the work, subject to Owner's right to reject any or all Bids and to waive any informality or irregularity in the Bids or in the bidding procedures.

19.02 No Bidder may withdraw its Bid for the period of Days stated in Bid Form, after the date set for the opening thereof, and the Bid will be subject to acceptance by Owner throughout this period.

19.03 The time period within which Award of Contract may be made is subject to an extension of such further period as may be agreed upon in writing between the Owner and the Bidder.

19.04 No Contract is formed until all Contract Bonds and Insurance documents have been accepted by the Owner and the Agreement is signed by the Owner.

ARTICLE 20 — CONTRACT BONDS

20.01 The successful Bidder (hereinafter "Contractor") must pay all Contract Bond premiums, costs thereof, and incidental thereto.

20.02 Each Contract Bond must be signed by both Contractor and the Sureties.

20.03 As a condition to Owner signing the Agreement, the successful Bidder must file with Owner on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a Surety company meeting the requirements of Article 20 herein.

- 20.04** The "**payment bond**" must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Form, including the base Bid and all additive and/or deductive Bid items accepted by the Owner and identified in the Award, and shall inure to the benefit of persons performing labor or furnishing materials in connection with the Work. This bond must be maintained in full force and effect until all Work is completed and Accepted by Owner, and until all claims for materials and labor have been paid.
- 20.05** The "**performance bond**" must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Form, including the base Bid and all additive and/or deductive Bid items accepted by the Owner and identified in the Award, and must be so conditioned as to ensure the faithful performance by Contractor of all Work. It shall also include the replacing, or making acceptable, of any defective materials or faulty workmanship during the Guarantee period(s).
- 20.06** If any Surety or Sureties are deemed unsatisfactory at any time by Owner, Owner will notify Contractor, and Contractor must forthwith substitute a new Surety or Sureties satisfactory to Owner. No further payment will be deemed due or made until the replacement Sureties qualify and are accepted by Owner.
- 20.07** All changes to the Contract Sum, Contract Time, or Contract Documents may be made without securing the consent of the Surety or Sureties on the Contract Bonds.
- 20.08** Sureties must be California admitted Sureties.

ARTICLE 21 — INSURANCE

- 21.01** Contractor will be required to furnish to Owner, concurrently with execution of the Agreement, insurance documents evidencing coverage as required by Indemnification and Insurance.

ARTICLE 22 — EXECUTION OF CONTRACT AGREEMENT

- 22.01** The form of Agreement which the successful Bidder, as Contractor, must execute, and the form of Contract Bonds and Insurance coverage that it must provide are included in the Bid Documents and must be carefully examined by each Bidder. All Contract Bonds, policies or certificates of insurance, and Insurance policy endorsements must be delivered with or before the delivery of the signed Agreement form, and must be acceptable to Owner.
- 22.02** The Bidder to whom the Contract is Awarded by Owner must, within ten (10) calendar Days after the Notice of Award, sign and deliver the following documents to the General Services Dept:
- .A One (1) original and one (1) copy of the signed Agreement form furnished by Owner in the Bid Documents.
 - .B One (1) original and two (2) copies of the Performance Bond.
 - .C One (1) original and two (2) copies of the Payment Bond.
 - .D Policies of Insurance, Insurance certificates and endorsements as required by the Bid Documents.
- 22.03** Should Contractor begin Work in advance of the start date for the Work, as

stated in the Notice to Proceed, the Work will be considered as having been done at Contractor's risk as a volunteer.

ARTICLE 23 — FAILURE TO EXECUTE CONTRACT AGREEMENT

- 23.01** Failure of the successful Bidder to execute the Agreement in the form satisfactory to Owner is just cause for the annulment of the Award and the forfeiture of the Bidder's Security.
- 23.02** Failure of the successful Bidder to sign and return the Agreement within ten (10) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.
- 23.03** Failure to return required Contract Bonds and insurance documents within ten (10) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.
- 23.04** If the Bidder to whom the Contract is Awarded does not file the documents required by the Bid Documents, files unsatisfactory documents, or refuses to enter into a Contract within the specified time, the Bidder is liable for any difference by which the cost of procuring the Work exceeds the amount of its Bid. The Bidder's Security will be used to offset such difference.

ARTICLE 24 — NO ORAL AGREEMENTS

- 24.01** No conversation with any officer, employee, agent or Consultant of Owner, either before, during, or after the execution of the Agreement, affects or modifies any terms or obligations contained in the Contract Documents, nor entitle Contractor to any adjustment in the Contract Time or Contract Sum whatsoever.

ARTICLE 25 — BID PROTEST

- 25.01** Any Bid protest relating to the form or content of the Bid Documents must be submitted in writing to the Owner's Project Manager identified in the Notice to Bidders at least three (3) business days before the original date or extension thereto set for the Bid opening. Any Bidder who fails to submit a protest before the Bid opening deadline will be deemed to have waived any protest to the form or content of the Bid Documents.
- 25.02** Any Bid protest unrelated to Article 25.1 must be submitted in writing to the Owner's Project Manager. The protest must be received before 5:00 p.m. of the third business day following Bid opening.
- 25.03** The protest document must contain a complete statement of the basis for the protest.
- 25.04** The protest must refer to the specific portion(s) of the Bid Documents that form the basis for the protest.
- 25.05** The protest must include the name, address, and telephone number of the person representing the protesting party.

ATTACHMENT A

SCOPE OF WORK

Property Background

64 Unit Apartment Complex built in 1996 consist of (6) three story apartment unit buildings and (1) single story community building. The buildings are stucco clad with wood trim around doors and some windows. Walk up units have waterproof deck coating at entrances and balcony decks. Deck railings are wood framed with hardboard siding on both sides. Resawn Trim boards consist of 2" x 4", 2" x 6", 2" x 8" and 1" x 4" Material

Plans & Specifications

1. Exterior Elevation Plans A4.0, A4.1, A4.2, A4.3, A4.4
2. Painting Specification Kelly Moore Paints 2/16/2011 & Color Studio Renderings
3. Gutter Installation Detail
4. Dryer Vent Guard Detail
5. Polydeck Coating Specifications

Scope of Work

Contractor will provide all labor, materials and equipment required for the following work, in accordance with the contract terms and general conditions:

1. Remove and replace dry rotted wood trim and around windows, deck fascia boards, replace hardboard siding and other miscellaneous wood trims.
2. Install aluminum gutters and downspouts @ deck locations
3. Install maintenance top coat on waterproof deck surfaces, or completely resurface decks with new waterproof deck coating if required, due to condition of deck surfacing. The existing deck coating is Polydeck 200 Decking System.
4. Complete paint of exterior of the buildings including; trim, walls, fascia, gutters & downspouts, roof jacks, stairway stringers, hand rails, guard rails and parking/site lighting poles & fixtures.
5. Install new exterior dryer vent covers @ 3 locations with custom guards over them.

Work Hours & Days

1. All work will be performed between the hours of 8:00 am and 5:00 pm, Monday - Friday.
2. Entrance doors shall be painted, giving them enough time to dry by 5:00 pm

Project Product Description Sections

1. Kelley Moore Paints as per specifications or Approved Equal
2. Bodyguard Resawn West Coast Trim & Bodyguard End Seal or Approved Equal
3. Polydeck Coating Systems as per specification or Approved Equal
4. Aluminum Gutters & Downspouts Prefinished .027 thickness smooth seamless gutters 4" x 5" , Downspouts .024 thickness 2" x 3" , Raytech Hangfast gutter hangers or Approved Equal
5. Collins Products Inc. Truwood Channel Rustic Lap Siding or Approved Equal
6. Deflet-O Hardware 4" dryer Vent with custom cover (see detail Dryer Vent Guard) or Approved Equal.

ATTACHMENT B

BID FORM

From:(Bidder's Company)

Name: _____

Address: _____

Phone :() _____ Email Address: _____

TO: Property Management Inc., (PMI) herein called Owner's Authorized Representative:

Pursuant to and in compliance with the Notice to Bidders and the Contract Documents relating to the **Trim Replacements, Exterior Painting, Deck Coatings and Installation of New Gutter/Downspout Project** undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work within the Contract Time(s) stated and in strict accordance with the Contract Documents, including Providing any and all labor and materials, and perform all the Work required to construct and to complete said Work in accordance with the requirements of the Contract Documents, for the following sums of money:

BASE BID:

Base Bid: All labor, material, services and equipment necessary for completion of the **Project.**

Dollars
(words) _____

\$ (figures) _____

Total Base Bid

CONDITIONS OF AWARD OF CONTRACT

1. This Bid must remain open and not be withdrawn for a period of ninety (90) calendar Days from the date prescribed for its opening.
2. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within ninety (90) calendar Days after the date set for the receipt of this Bid, or at any time thereafter before withdrawn, the undersigned Bidder must execute and deliver the Agreement to Owner in accordance with this Bid as accepted, and must furnish and deliver to Owner the Performance Bond, Payment Bond, and Proof of Insurance Coverage as required in the Bid Documents, all within seven (7) calendar Days after the date of Notice of Award furnished by the PMI.
3. Contract Bonds and Insurance must be satisfactory to, and on forms acceptable to Owner.
4. Notice of acceptance of Bonds and Insurance or request for additional information may be addressed to the Bidder at the address shown on Page 1 of "Bid Form."
5. Wherever in this Bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail.
6. If all or any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between the sum of the unit prices and totals so given, the sum of the unit prices will prevail.
7. If the Bid is required to be given in individual Bid Item prices and a Total Base Bid price, and a discrepancy exists between the sum of the individual Bid Item prices and the Total Base Bid price so given, the sum of the individual Bid Item prices will prevail.
8. Bidder certifies that it has thoroughly read and understands the Bid Documents and Addenda. Bidder hereby incorporates by reference the Bid Documents and Addenda as though set out in full, and all provisions of the Notice to Bidders published by Owner pertaining to the Work described in this Bid.

BIDDER'S SECURITY & ADDENDA

1. Accompanying this Bid proposal is _____ (insert words "cash," "cashier's check," "certified check," or "Bidder's Bond" as the case may be) in an amount equal to at least ten percent (10%) of the total of the Bid including all additive Bid items.

2. Bidder acknowledges receipt of the following Addenda to the Bid Documents:

- () NO Addenda received

- () Addenda received as follows:

Addendum

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to acknowledge on the Bid Form receipt of an Addendum is not in itself cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

BIDDER'S CERTIFICATIONS

1. THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING BID AS PRINCIPALS ARE AS FOLLOWS:

NOTE: If Bidder or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the firm, also names of all individual partners composing firm; if Bidder or other interested person is an individual, provide first and last names in full below:

2. LICENSED IN ACCORDANCE WITH CHAPTER 9, DIVISION 3, OF BUSINESS AND PROFESSIONS CODE PROVIDING FOR THE REGISTRATION OF CONTRACTORS:

Contractor's License: No.: _____ Class: _____ Expiration Date: _____

NOTE: Bidder(s) bidding jointly or as a combination of several business organizations are cautioned that such Bidder must be jointly licensed in the same form and style in which the Bid is executed. If making a Bid as a joint venture, each person submitting the Bid must provide the information required above with respect to his or her license.

NOTE: If Bidder is a corporation, the legal name of the corporation must be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the name of the firm must be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, the Bidder must sign below.

Business Address: _____

Street

City

State

Zip Code

Business Telephone: () _____

BIDDER'S CERTIFICATIONS (CONT'D)

3. DESIGNATION OF INSURANCE COMPANY (IES) & AGENT OR BROKER

The following insurance company (ies) and agent or broker will provide policies of insurance or insurance certificates as required by the Contract Documents:

Insurance Company

Admitted in California: YES _____ NO _____

Agent
or
Broker:

Street

City

Zip

Phone :() _____

4. DESIGNATION OF BONDING COMPANY & AGENT OR BROKER

The following Surety Company and agent or broker will provide Payment and Performance Bonds as required by the Contract Documents:

Surety Company Providing Bonds:

Admitted in California: YES _____ NO _____

Agent
or
Broker:

Street

City

Zip

Phone: () _____

BIDDER'S CERTIFICATIONS (CONT'D)

5. NONCOLLUSION AFFIDAVIT

(Bidder's full name)

being first duly sworn, deposes and says that he or she is

(Bidder's title)

of

(Company's name)

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 to effectuate a collusive or sham Bid.

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

Signature

Date

BIDDER'S CERTIFICATIONS (CONT'D)

6. STATEMENT OF BIDDER

Has the Bidder, or any officer of the Bidder or any employee of the Bidder who may have a proprietary interest in the Bid, ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state, or local governmental project because of a violation of law or safety regulations:

YES ___ NO ___

If your answer is yes, explain the circumstances:

7. CONFIRMATION OF SITE INSPECTION

I hereby certify that my responsible representative(s) or I inspected the Project Site during the Bid period, per the requirements in the Bid Documents:

YES _____ NO _____

I declare under penalty of perjury under the laws of the State of California that the information supplied in Paragraphs 6 and 7 above is true and correct:

SIGNATURE BLOCK (<i>Signature Block must be completed in ink & changes must be initialed.</i>)	
Bidder's Signature: _____	Date: _____
Bidder's Name & Title (Print): _____	

ATTACHMENT C
BIDDER'S BOND

WHEREAS, we, _____
as Principal,

and _____
as Surety, are held and firmly bound unto the Poco Way Associates, LP (herein called "Owner") in the penal sum of TEN PERCENT (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal 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.

The condition of this obligation is such that a Bid for certain construction specifically described as follows,

TRIM REPLACEMENTS, EXTERIOR PAINTING, DECK COATINGS AND INSTALLATION OF NEW GUTTER/DOWNSPOUT PROJECT

for which Bids are due on September 1, 2011, has been submitted by Principal:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified therefore, or if no period be specified, within twenty (20) days after the prescribed forms are presented to Principal for signature, enter into a written Contract with the Owner, in the prescribed form, in accordance with the Bid as accepted, and file the two Bonds with the Owner, one to guarantee faithful Performance and the other to guarantee Payment for labor and materials, as required by law, or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay Owner the difference between the amount specified in said Bid and the amount for which Owner may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by Owner in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract on the call for Bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit is brought upon this Bond by the Owner and judgment is recovered, Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

BIDDER'S BOND (CONT'D)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2011.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California.

Original Acknowledgement by Attorney-in-Fact must be attached.
Original Corporate seals of Principal and Surety must be attached.

ATTACHMENT D

INSURANCE REQUIREMENTS

Indemnity

Contractor shall indemnify, defend, and hold harmless the Poco Way Associates, (Owner), its officers, and agents from claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-Contractor, excepting loss, injury or damage caused by the active negligence or misconduct of personnel employed by the Owner to the maximum extent allowed under Civil Code Section 2782.8. Contractor shall reimburse the Owner for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Owner under this Agreement.

Insurance

Without limiting Contractor indemnification of the Owner, Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting Owner department, unless otherwise directed. Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Owner. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Owner Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Owner insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Owner or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate- \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Owner:

Additional Insured Endorsement, which shall read:

Poco Way HDC, Inc., Property Management Inc, and Housing Authority of the County of Santa Clara and officers, agents and employees, individually and collectively, as additional insured's."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Owner, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to hired vehicles.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
6. Professional Errors and Omissions Liability Insurance (if applicable)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by Owner or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. Owner acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by Owner upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractor under its own policies.
4. Owner reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

If you have any questions regarding insurance requirements please contact:

Ridvana Perdue
Risk Control Manager
Housing Authority of the County of Santa Clara
Email: ridvanap@hacsc.org
Tel (408) 361-4631

ATTACHMENT E

SAMPLE AGREEMENT

This is an agreement ("Agreement") between the Poco Way Associates, a California limited partnership ("Owner") and ("Contractor")

Owner and Contractor agree as follows:

ARTICLE 1 — SCOPE OF WORK

1.01 Project Name:

1.02 Project Number: N/A

1.03 Contractor must provide all of the materials and perform all of the Work for the construction of in accordance with the Contract Documents.

ARTICLE 2 — CONTRACT SUM: \$.00

2.01 As full compensation for furnishing all materials and performing all the Work contemplated and encompassed by this Agreement; for all loss and/or damage, arising out of the Work aforesaid, or from actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its Acceptance by Owner; for all risks of every description connected with the Work; and for all expenses incurred by or in consequence of the suspension or discontinuance of Work thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor on the Bid Form.

ARTICLE 3 — CONTRACT DOCUMENTS:

3.01 All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any Work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents. The Contract Documents are incorporated herein by reference as though set forth in full.

3.02 Formation of a Contract between the parties requires accomplishment of the following: (1) execution of this Agreement by Contractor; (2) submission by Contractor and acceptance by Owner of the required Contract Bonds, Contractor's certification regarding Worker's Compensation, and insurance coverages and documents; (3) execution of this Agreement by Owner. No Contract is formed until these three elements have been accomplished to the satisfaction of the Owner.

ARTICLE 4 — BEGINNING OF WORK:

4.01 Following acceptance of Contract Bonds, Contractor's certification regarding Worker's Compensation ("Contractor's Certification Regarding Worker's Compensation"), Insurance coverages and documents, and execution of this Agreement by both parties, Owner's Authorized Representative will issue a Notice to Proceed with the Work that will state the first day charged to the Contract Time.

ARTICLE 5 — WORKER'S COMPENSATION:

5.01 By my signature hereunder, as Contractor, I certify that I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 6 — CONTRACT TIME:

6.01 The Work called for herein may be commenced only after receipt of the Notice to Proceed, issued by Owner's Authorized Representative within sixty (60) calendar Days after Award. The Work must be fully completed within _____ the Contract Time(s) set forth in the Contract Documents.

ARTICLE 7 — CONTRACTOR'S LICENSE:

7.01 Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractors State License Board at 1020 "N" Street, Sacramento, CA 95814.

ARTICLE 8 ---ENUMERATIONS OF CONTRACT DOCUMENTS

8.01 The Contact Documents, except for modifications issued after execution of this Agreement, are enumerated as follows:

Document	Title
Exhibit A	General Conditions
Exhibit B	Project Specifications
Exhibit C	Change Order Form
Exhibit D	Performance Bond
Exhibit E	Payment Bond
Exhibit F	Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____ 2011.

CONTRACTOR:

Signature: _____

Contractor's License No. _____

Printed Name: _____

License Class: _____

Title: _____

License Expiration Date: _____

Address:

If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.

Poco Way Associates

Jacque Hansen, Vice President
Poco Way HDC, Inc
Its general partner