

NOTICE TO BIDDERS - CALLING FOR BIDS

DISTRICT: SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

PROJECT DESCRIPTION: EVC CENTRAL PLANT REPAIRS (CHILLER NO. 1 & 2)
Evergreen Valley College/San Jose-Evergreen District
Office

**DATE/TIME FOR SUBMITTAL
OF BID PROPOSAL:** July 23rd, 2009; 2:00 pm PST

**PLACE FOR SUBMITTAL OF
BID PROPOSALS:** SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
DISTRICT ADMINISTRATIVE OFFICE;
FACILITIES DEPARTMENT
4750 SAN FELIPE ROAD
SAN JOSE, CA 95135-1599
CONTACT: Robert Dias (408) 270-6400

BID SPECIFICATIONS AVAILABLE AT: SAN JOSE BLUE PRINT
935 WEST JULIAN
SAN JOSE, CA, 95126
PHONE: (408) 295-5770
Specifications Available Online @ www.sjblue.com

DOCUMENTS AVAILABLE: DATE DOCUMENTS AVAILABLE: July 9th, 2009

BID TO BE ADVERTISED: July 2nd and July 9th, 2009

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as: **EVC CENTRAL PLANT REPAIRS (CHILLER NO. 1 & 2)**. The project involves the repairs of Chillers #1 and #2 including scheduled/annual maintenance package for each, the necessary re-commissioning, startup and testing to bring the units back online (in conjunction with the campus controls upgrade in progress). The work also includes the refrigerant replacement and repairs as detailed in the specifications. Refer to project requirements section for specific instructions.

1. Submittal of Bid Proposals

All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

2. Bid and Contract Documents

The Bid and Contract Documents are available at the location stated above for **the cost of duplication**. Payment shall be made **directly to San Jose Blue Print. Contact the office of Salas O'Brien Engineers (408-282-1500) for authorization prior to contacting San Jose Blue Print for**

documents.

3. Documents Accompanying Bid Proposal

Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Non-Collusion Affidavit; and (d) Statement of Bidders Qualifications. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

4. Prevailing Wage Rates

Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" is maintained at the District's Administrative Offices located at 4750 San Felipe Road, San Jose, California 95135-1599 and are available to any interested party upon request. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the work.

5. Contractors License Classification. In accordance with the provisions of California Public Contract Code '3300, the District requires that Bidders possess one or more of the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded: **A, B, C-20 and C-10**. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

6. Contract Time

Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to achieve Substantial Completion of the Work within the Contract Time shall subject the Contractor to assessment of Liquidated Damages for delayed Substantial Completion of the Work, as set forth in the Contract Documents.

7. Performance Bond, Payment Bond

Upon notification of final award and resultant contract the successful vendor will be required to post a performance and payment bonds equivalent to 100% of the Contract Price. A California Admitted Surety shall issue the bonds. The District will supply a form for this bond when the contract is finalized.

8. No Withdrawal of Bid Proposals

Bid Proposals shall not be withdrawn by any Bidder for a period of **sixty (60)** days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

9. Job-Walk

The District will conduct a job walk as set forth herein; Bidders attendance at the job walk is **non-mandatory**. The District will conduct the Job-Walk beginning at **2p.m. on July 9th, 2009**. Bidders are to meet **in front of the Police Department on the Main Campus** at that date and time to conduct the Job Walk. If Bidders' attendance at the Job Walk is mandatory, the Bid Proposal

submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.

10. Bid Security.

Each Bid Proposal shall be accompanied by Bid Security in an amount not less than TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

11. Waiver of Irregularities

The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

12. Project Labor Agreement

The District has entered into a Project Labor Agreement with the Santa Clara / San Benito Trades Council. As a prerequisite to award the construction contract, all contractors submitting bids for this project will be required to comply with all provisions of the Project Labor Agreement as stipulated in the project Instruction to Bidders.

13. Award of Contract

The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest responsive, responsible Bid Proposal. If Alternate Bid Items are included in the bidding, and the District elects to incorporate any Alternate Bid Item in the scope of the Contract awarded hereunder, the selection of Alternate Bid Items for determination of the lowest priced Bid Proposal will be by priority of the Alternate Bid Items as established in the Contract Documents and as further described in the Instructions for Bidders. The engineer's estimate for the project is \$120,000.

(END OF SECTION)