Engineer's Cost Estimate: $585,000 to $595,000

Time for Completion: 60 Working Days

Liquidated Damages: $1,000 / Per Calendar Day

Bid Opening Date: July 31, 2019 at 2:00 P.M.
Large Conference Room
City of Indio
100 Civic Center Mall
Indio, CA 92201

Requests for Information: Questions must be in writing and submitted by 5:00 P.M. on, July 17, 2019
(e-mail: rlopez@indio.org)

Contract Award: August 22, 2019*

Notice to Proceed: August 29, 2019*

Required Contractor License: Class "A" General Engineering Contractor's License
Or a combination of appropriate Specialty Contractor's Licenses.

Contact Person to
Obtain Bid Package: Roldan Lopez (760) 541-4227
(rlopez@indio.org)

Contact Person for
Technical Information: Roldan Lopez (760) 541-4227
(rlopez@indio.org)

* These dates are subject to change.
NOTICE INVITING BIDS
FOR
BETTER NEIGHBORHOODS PROGRAM (BNP)
SUN GOLD COMMUNITY STREET IMPROVEMENT PROJECT (PHASE 4)
CITY PROJECT NO. ST1904
Federal Project Number: B-16-MC-06-0601

NOTICE IS HEREBY GIVEN that the City of Indio, California (“City”) invites sealed Bids for the Project. The City will receive such Bids at the City Clerk’s office, City Hall, 100 Civic Center Mall, Indio, California 92201 up to 2:00 p.m. on July 31, 2019, at which time they will be publicly opened and read aloud.

All Bids must be made on the form furnished by the City. Each Bid must be submitted in a sealed envelope addressed to the City Clerk with the Project name and project number typed or clearly printed on the lower left corner of the envelope. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.


SCOPE OF WORK. The scope of work for this project includes pavement rehabilitation (grind and overlay) of existing asphalt cement pavement as identified in the Contract Documents. This project also includes removal and reconstructions of concrete curbs, gutters, cross gutters, and spandrels as detailed in the Contract Documents. Reconstruction of pedestrian walkways must be in compliance with Americans with Disabilities Act (ADA) requirements as depicted in the Contract Documents. Existing utilities within the work limits shall be protected in place. Roadway signing and striping shall be installed after all pavement rehabilitation is complete per the Contract Documents. The Contractor is to prepare Temporary Traffic Control Plans, to be approved by the City. The Contractor is to execute temporary traffic control, prior to and during construction, in compliance with the plans approved by the City. Access must be maintained to all private and public facilities within the work limits of the project. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. Bidders may view a copy of the Plans, Specifications and other Contract Documents at Indio City Hall. Potential Bidders may also obtain the Contract Documents for the Project at Indio City Hall, 100 Civic Center Mall, Indio, California 92201 for a non-refundable fee of $35 per set, or $60 per set if mailed. Contractor Documents will be available beginning Thursday, June 27, 2019 at 8:00 A.M. The City must receive payment before the Contract Documents will be provided.

Please contact Roldan Lopez with the City of Indio to obtain bid packages at (760) 541-4227, or at rlopez@indio.org.
FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall supply Roldan Lopez with a facsimile number and email address to facilitate transmission of Addenda and other information related to these Contract Documents. If the Addenda and other information are emailed, the City shall also send all documents by facsimile or U.S. Mail. Failure to provide such a facsimile number and email address may result in late notification. The City does not guarantee that it will provide any information by facsimile, email, or both. A Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email, and a Bidder shall have no recourse due to not receiving such facsimile, email or both.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 et seq., the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

The project is partially funded with federal funds. As such, the Contractor and all Subcontractors shall comply with the Davis-Bacon Fair Labor Standards Act, 23 U.S.C. 113, and the implementation regulations, 29 C.F.R. Parts 1, 3, and 5, issued pursuant thereto and any amendments thereof.

BONDS. Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class “A” Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be
returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than ten (10) Calendar Days before the Bid submission deadline. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

LIQUIDATED DAMAGES. Liquidated damages shall accrue in the amount of $1,000 for each Day that Work remains incomplete beyond the Project completion deadline specified in the Contract Documents.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

DISADVANTAGED BUSINESS ENTERPRISE (DBE). The City is implementing the California Department of Transportation (Caltrans) DBE program applicable to all federally funded local transportation projects. The DBE contract goal for the Project is Five Percent (5%).

BUY AMERICA. The Project is subject to the "Buy America" provisions, 23 USC 313, and regulations, 23 CFR 635.410, issued pursuant thereto.