CITY OF INDIO

CONTRACT DOCUMENTS

FOR

AVENUE 42 SIDEWALK GAP PROJECT

PROJECT: SW1802

BIDS DUE:

OCTOBER 9, 2019 AT 3:00 PM

Approved By:

[Signature]

TIMOTHY T. WASSIL, PUBLIC WORKS DIRECTOR
CITY OF INDIO

[8.27.19]

DATE
AVENUE 42 SIDEWALK GAP PROJECT
CITY OF INDIOM
City Project Number: SW1802

The Plans and Technical Specifications contained herein have been prepared by or under the direction of the following Registered Persons.

TECHNICAL SPECIFICATIONS

[Signature]
Registered Civil Engineer
PROJECT OVERVIEW SHEET
CITY OF INDIO

AVENUE 42 SIDEWALK GAP PROJECT

PROJECT: SW1802

Engineer's Cost Estimate: $150,000
Time for Completion: 40 Working Days
Liquidated Damages: $1,000 / Per Calendar Day
Bid Opening Date: October 9, 2019 at 3:00 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 3:00 P.M. on, September 30, 2019 (e-mail: trafferty@indio.org)
Anticipated Contract Award: November 6, 2019*
Anticipated Construction Start Date: February 3, 2020*
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: Gloria Hernandez, (760) 391-4017 (ghernandez@indio.org)
Contact Person for Technical Information: Tom Rafferty (760) 391-4017 (trafferty@indio.org)

* These dates are subject to change.
NOTICE INVITING BIDS
FOR
AVENUE 42 SIDEWALK GAP PROJECT
PROJECT: SW1802

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 3:00 p.m. on October 9, 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 identification 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 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 Engineer.

The work to be constructed hereunder is located along Avenue 42. The works consist of grading and installing a new sidewalk behind the existing curb, site grading, traffic control, utility coordination, chain – link fencing, and miscellaneous work. Cost estimate is $150,000.

A full set of drawings and specifications is available for inspection without charge beginning Thursday, September 5, 2019 at the office of the City Engineer, Engineering Department of the City of Indio, City Hall, 100 Civic Center Mall, Indio, California, 92201.

OBTAINING BID DOCUMENTS. 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 $25 per set, or $50 per set if mailed. The City must receive payment before the Contract Documents will be provided.

Please contact Gloria Hernandez with the City of Indio to obtain bid packages at (760)391-4017, or at gherandez@indio.org.

FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall supply the Engineer 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
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.

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. 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.

**LABOR CODE.** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the Contract from the State Director of the Department of Industrial Relations. These rates are on file with the Clerk of the City, and copies will be made available to any interested party on request. It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

**WORKER’S COMPENSATION CERTIFICATE.** Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement.
and submit same to City along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT. In accordance with Section 7103 of the Public Contract Code and State Government Code 4551, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

By:  
TIMOTHY T. WASSIL, P.E.,
Public Works Director
City of Indio

8-27-19
Date
CITY OF INDIOLA
PROPOSAL BID SCHEDULE
FOR
AVENUE 42 SIDEWALK GAP PROJECT
PROJECT: SW1802

Bidder's Name: ____________________________________________________________

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Engineer, at the following prices:

**BASE BID:**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICES</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<td>2.</td>
<td>COORDINATION WITH UTILITIES AND A UTILITY WINDOW</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<tr>
<td>3.</td>
<td>CONSTRUCTION STAKING</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<tr>
<td>4.</td>
<td>TEMPORARY TRAFFIC CONTROL</td>
<td>LS</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>5.</td>
<td>WATER PULLUTION CONTROL</td>
<td>LS</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>6.</td>
<td>DUST CONTROL, PM 10 AND WATER SUPPLY</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<td>7.</td>
<td>CLEARING AND GRUBING</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>ESTIMATED QUANTITY</td>
<td>UNIT PRICES</td>
<td>EXTENDED AMOUNT</td>
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<td>8.</td>
<td>EARTHWORK</td>
<td>LS</td>
<td>1</td>
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<td>$</td>
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<tr>
<td>9.</td>
<td>REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE, POSTS, AND FABRIC</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<td>10.</td>
<td>INSTALL 6’ HIGH CHAIN LINK FENCE WITH 3-BARBED WIRE PER SPPWC (2012)</td>
<td>LF</td>
<td>400</td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td>STANDARD PLAN 600-3 AND INSTALL DARK GREEN UV RATED 85% BLOCKAGE FENCE</td>
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<td></td>
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<tr>
<td></td>
<td>PRIVACY SCREEN WINDSCREEN FABRIC MESH TARP</td>
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<tr>
<td>11.</td>
<td>REMOVE AND SALVAGE EXISTING CACTUS LIGHT FIXTURE</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<td>12.</td>
<td>REMOVE AND SALVAGE EXISTING WROUGHT IRON GATE</td>
<td>EA</td>
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<td>13.</td>
<td>REMOVE AND DISPOSE EXISTING LIGHT POLE</td>
<td>EA</td>
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<td>$</td>
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<td>14.</td>
<td>REMOVE AND DISPOSE EXISTING GUARD POSTS (4)</td>
<td>LS</td>
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<td>15.</td>
<td>ADJUST EXISTING IRRIGATION VALVE TO PROPOSED GRADE</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<tr>
<td>16.</td>
<td>CONSTRUCT 6’ WIDE SIDEWALK PER CITY OF INDIO STD. PLAN NO. 132</td>
<td>SF</td>
<td>2,000</td>
<td>$</td>
<td>$</td>
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<td>17.</td>
<td>INSTALL BACKFLOW ENCLOSURE PER IWA STD. PLAN 724A</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<td>18.</td>
<td>MISCELLANEOUS WORK (AS DIRECTED)</td>
<td>FA</td>
<td>10,000</td>
<td>$10,000</td>
<td>$10,000</td>
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</table>

**TOTAL BASE AMOUNT**

$