

## INVITATION TO BID

Sealed proposals will be received at the Office of the City Clerk located at El Monte City Hall – East, 11333 Valley Boulevard, City Hall West, El Monte, CA 91731 until **Thursday, November 14, 2019 at 2:00 p.m.**, at which time and place they will be publicly opened and read aloud for the:

### ***CIP No. 899 slurry seal and pavement resurfacing project – Phase 1***

The proposed work consists of furnishing all labor, materials, necessary tools and machinery, supervision and support, and all utility and transportation services required for the construction of street improvements, as set forth in the Contract Drawings and Technical Specifications for the project. The City Engineer's estimate for the project is One Million and Three Hundred Thousand Dollars (\$1,300,000).

**Project Labor Agreement / Continuity of Work Agreement:** The project is also subject to the terms and conditions of that certain project labor agreement executed by and between the City of El Monte and the Los Angeles and Orange Counties Building and Construction Trades Council and the Signatory Craft Unions on or about April 24, 2018 entitled "First Amendment to Continuity of Work Agreement", Contract No. 18PW04027 (hereinafter, the "Project Labor Agreement"). In the event of any conflict or inconsistency between the provisions of the Project Labor Agreement and the provisions of the other Contract Documents, the provisions of the Project Labor Agreement shall govern and control to the fullest extent permitted by law. A true and correct copy of the Project Labor Agreement is included with the Supplementary and Special Conditions.

**Completion of Work:** All work shall be completed within 45 working days from the date designated on the Notice To Proceed.

**Obtaining Contract Documents:** An electronic copy of the Contract Documents must be obtained by contacting Yurhi Choi at [ychoi@elmonteca.gov](mailto:ychoi@elmonteca.gov).

**Questions:** Project-specific questions must be made in writing and sent to Public Works Associate Civil Engineer, Yurhi Choi at [ychoi@elmonteca.gov](mailto:ychoi@elmonteca.gov). If appropriate, the City will post responses to bidder questions received at the following address: [www.elmonteca.gov](http://www.elmonteca.gov). The cutoff date for submittal of questions is **November 6, 2019 by 12:00 p.m.** Pacific Standard Time.

**Submission of Proposals:** All proposals must be submitted not later than the date and time prescribed. The Bidder is wholly responsible to ensure its bid is submitted on the date and at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered. Any bid may be withdrawn prior to the scheduled time for opening bids. Each bid must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the Contract Documents.

**Bid Security:** Each proposal must be accompanied by a Bid Security in the form of a cashier's check, certified check, or bid bond executed on the prescribed form, in an amount not less than ten percent (10%) of the total bid price payable to the City of El Monte. Bidders are

hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of this Contract to ensure performance.

**Contractor's License:** Bidder must possess a current **A license** issued by the State of California, at the time the bid is submitted.

**Contractor Registration:** All Bidders and listed subcontractors must have registered with the California State Department of Industrial Relations pursuant to Labor Code section 1725.5 prior to submitting a bid. Furthermore, a Contractor and all subcontractors must be registered pursuant to Labor Code section 1725.5 before entering into a contract to work on a public project.

**City's Right to Postpone Opening of Bids.** The City reserves the right to postpone the date and time for the opening of bids at any time prior to the date and time initially announced in this Invitation to Bid in accordance with applicable law.

**Award:** The award shall be made to the lowest responsible Bidder whose proposal complies with the specified requirements. The award of the Contract will be made by the City Council of the City of El Monte, and the Contractor shall execute the Contract within ten (10) days after it has received the Contract from the City. The City reserves the right to waive any irregularity in the proposals. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

**Rejection of Bids:** The City reserves the right to reject any and all bids, or to waive immaterial irregularities in any bid. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. The City reserves the right to make all awards in the best interest of the City.

**Disqualification of Bidder:** If there is a reason to believe that collusion exists among any Bidders, none of the bids of the participants in such collusion will be considered and the City may likewise elect to reject all bids received.

**Wage Rates:** Bidders are hereby notified that the California Department of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for prevailing wages applicable to this project are on file in the City's office. It shall be mandatory for the Contractor and any subcontractor under it to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. The contractor's duty to pay State prevailing wages can be found under Labor Code, Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

**Bonds:** The successful Bidder will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price.

[End of Invitation to Bid]