



ADDENDUM NO. 1
To the Notice Inviting Bids for
Slurry Seal and Pavement Resurfacing Project – Phase 1, CIP NO. 899

City of El Monte
Public Works Department
Engineering Division

DATE: November 12, 2019

TO ALL BIDDERS:

The following addendum is hereby made a part of the Notice Inviting Bids for the Slurry Seal and Pavement Resurfacing Project – Phase 1, CIP NO. 899, as fully and completely as if the same were set forth therein.

The intent of this Addendum No. 1 is to correct information that was presented on the Notice to Contractors Inviting Bids as follows:

Specifications

- **Page 13 of 159, 15. Bid Protests: The section shall be replaced with:**

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the bidder agrees to comply with and to be bound by this procedure.

Any Bid protest must be submitted in writing to the Office of the City Clerk located at El Monte City Hall – East, 11333 Valley Boulevard, El Monte, California by or before 5:00 p.m. on the fourth (4th) working day following the Bid opening. Written protests submitted via e-mail must be e-mailed to the City Clerk at cityclerk@elmonteca.gov. Written protests must be in the physical possession of the City Clerk by or before the deadline for submitting protests. Protests mailed with a postmark that precedes the deadline but which is not received until after the deadline shall be deemed untimely and will not be considered. The delivery of written protests to any person (including any other official, officer or employee of the City) other than the City Clerk shall be deemed defective and such protest shall be deemed to have not been delivered to the City. For purposes of this Instructions to Bidders, the term “working day” means any day of the week excluding Saturday, Sunday or any federal holiday. The term “City business day” is defined to mean those days of the week in which the City of El Monte is open for business and excludes Saturday, Sunday, Friday and any City-observed holiday.

(a) The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.

(b) The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.

(c) The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.

(d) The protest must include the name, address and telephone number of the person representing the protesting party.

(e) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The bid protest must be accompanied by a proof of service declaring under penalty of perjury that a copy of the written protest was concurrently transmitted all such affected parties, including any bidder(s) against whom the protest is made.

(f) The protested Bidder will have until 5:00PM on the fourth (4th) working day after the deadline for submitting initial protests to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the City in the manner prescribed for submitting initial protests, above.

(g) The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claims Act claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

(h) If the City determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

Note: The City Council reserves the right to conditionally award the contract contemplated under this Instruction to Bidders to the putative lowest responsive and responsible bidder before the close of the protest period. That said, bidders may still submit protests subject to the deadlines, rules and requirements described above in this Section. If no timely and complete protests are received by the City, the City Manager will be authorized to execute a contract with the putative lowest responsive and responsible bidder. Alternatively, if a timely and complete protest is received, the matter will be brought back to the City Council for consideration and action on the protest and on final disposition on the award of the contract.

- Page 30 of 159, Construction Contract: The section shall be replaced with:



2019

CONSTRUCTION CONTRACT

(Name of Construction Contractor: **[INSERT NAME].**)

(Name of Project: Slurry Seal and Pavement Resurfacing Project- Phase 1, CIP NO. 899)

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this _____ day of _____ 2019 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and **[INSERT NAME OF CONTRACTOR]** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires the performance of professional construction contractor services for the Slurry Seal and Pavement Resurfacing Project, CIP No. 899- Phase I only (hereinafter, the "Project"); and

WHEREAS, CITY issued a written request for proposals to perform the construction management work referenced above on October 24, 2019; and

WHEREAS, CITY issued an ADDENDUM NO. 1 to the proposal to perform the construction management work on November 12, 2019; and

WHEREAS, on November 14, 2019, CITY received **[INSERT NUMBER OF BIDS RECEIVED]** sealed bids; and

WHEREAS, CITY has deemed CONTRACTOR and its proposal to offer the optimal balance of experience, expertise and price to perform the work contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____ under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.
THE CONTRACT DOCUMENTS

1.1 The complete Contract consists of the following documents (“Contract Documents”):

- Invitation to Bid
- Addenda Nos. _____, as issued
- Bidding Form
- Designation of Subcontractors
- Construction Contract
- Payment Bond to Accompany Contract
- Performance Bond to Accompany Contract
- General Conditions
- Supplementary and Special Conditions (if any)
- Contract Drawings
- Technical Specifications
- Change Orders
- Contractor’s Certification Regarding Worker’s Compensation
- Project Labor Agreement, Contract No. **[INSERT CONTRACT NUMBER]**
- Bid Proposal

II.
WORK TO BE PERFORMED

2.1 The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the CIP No. 899 Slurry Seal and Pavement Resurfacing Project – Phase 1, (hereinafter referred to as “Project”) as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Jimmy Chung, City Engineer.

III.
CONTRACT PRICE

3.1 The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum **[INSERT WRITTEN AMOUNT] (\$ [INSERT NUMERICAL AMOUNT])** for the Project (hereinafter, the “Bid Price”). As authorized by the City Council at its Regular Meeting of _____ under Agenda Item No. _____ and subject to any applicable restrictions set forth under the El Monte Municipal Code as the same may be amended from time to time or applicable State law.

IV.
COMPLETION DATE

- 4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project will be forty five (45) days after the date in the Notice to Proceed. The term “City business day” is defined to mean those days of the week in which the City of El Monte is open for business and excludes Saturday, Sunday, Friday and any City-observed holiday and the terms “work day” or “working day” mean any day of the week excluding Saturday, Sunday or any federal holiday.

V.
NOTICE AND SERVICE THEREOF

- 5.1 Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:
- (a) If the notice is given to the City, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the City at:

City of El Monte
Public Works Department
Attn: Jimmy Chung, City Engineer
El Monte City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731

With a copy to:
Yurhi Choi, Associate Civil Engineer

- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the Contractor at:

[INSERT CONTRACTOR NAME]
Attention: [INSERT CONTACT NAME]
[INSERT ADDRESS]
[INSERT PHONE NUMBER]

- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

VI.
LIQUIDATED DAMAGES

- 6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Two Thousand Dollars (\$2,000.00) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.

VII.
PREVAILING WAGE

- 7.1 Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773 are on file at the City, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the City are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions. Copies of the prevailing rate of per diem wages may also be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or online at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

VII.
CONTRACTOR REGISTRATION

- 8.1 By the execution of this Contract, Contractor hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract, each of which shall for all purposes be deemed an original, have been duly executed by the above-named parties, on the date noted on the first page of this Contract.

Date

Contractor

Date

Alma K. Martinez, City Manager

Approved as to form:

Richard Padilla, Assistant City Atty.

Plan

None.

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Please sign the acknowledgment below and include it as part of your Bid Proposal.

**ADDENDUM ACKNOWLEDGMENT
Slurry Seal and Pavement Resurfacing Project - Phase 1, CIP NO. 899**

Bidder shall signify receipt of all addenda (if any) here:

Addenda No. _____

Respectfully submitted,

Contractor's Legal Name

Contractor' Legal Signature

Title _____

Street Address

Telephone Number

Contractor's License Number

Dated: _____