

City of Irwindale
California

NOTICE INVITING BIDDER

**IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V,
IN THE CITY OF IRWINDALE
P-1011**

PUBLIC NOTICE IS HEREBY GIVEN that the CITY OF IRWINDALE, invites sealed bids for the above stated project and will receive such bids in the Office of the City Clerk, **City Hall, 5050 N. Irwindale Avenue, Irwindale, California 91706, until 11:00 A.M. on February, 14, 2023** at which time they will be publicly opened and read.

Copies of the plans, specifications, and contract documents are available from the **Office of the City Engineer located at 16102 Arrow Hwy., Irwindale, California 91706,** upon payment of a \$80.00 non-refundable fee, if picked up, or payment of a \$115.00 non-refundable fee, if mailed. No bid will be received unless it is made on bid forms furnished by the Director of Engineering and the bidder is logged in the City's plan holders list.

Each bid must be accompanied by cash, cashier's check or certified check made payable to the City or a bidder's bond issued by a carrier licensed in the State of California with a rating of A- or better as stated from time to time by Standard and Poors', Moodys' or Bests' for an amount equal to at least ten percent (10%) of the amount of the bid.

Per section 3300 of the Public Contract Code, the successful contractor and subcontractor(s) must possess valid **Contractor's License(s)** required for the type of work proposed, at the time of award of contract. Required Contractor's Licenses include, but are not limited to: Class "B" for all building related work, Class "A" or "C-12" for site grading and paving, Class "C-10" for electrical work and Class "C-27" for all landscape related work.

Prosecution of Work. The contractor shall diligently prosecute the work required by the contract. It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at **90 working days**, starting from the day after the issuance of the Notice to Proceed.

Prevailing Wage Law. The contractor specifically agrees to comply with the provisions of Labor Code Sections 1770 et seq. relating to payment of prevailing wages by the contractor, the keeping of payroll records, and all the provisions therein, and agrees to be responsible for compliance with all such sections by any subcontractor under him.

As required by California Labor Code Section 1775, the contractor shall, as a penalty to the City of Irwindale ("City") pay a forfeit of not more than fifty dollars (\$50.00) for each calendar day for each worker paid less than the prevailing labor rates as determined in accordance with Section 1775. The contractor shall pay each worker paid less than the

prevailing wage the amount of the difference. This provision shall apply to subcontractors as well as contractors. Federal government regulations will apply to this contract.

SB 854 Requirements. This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to labor Code Section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]. The prime contractor will be required to post job site notices regarding Labor Code compliance as described in Title 8 of the California Code of Regulations Section 16451(d).

Non-Discrimination in Employment. In accordance with California Labor Code Section 1735, the contractor shall not discriminate in the employment of persons engaged to perform the work covered by the Agreement because of race, religious creed, color, nation of origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such person. If the contractor is found to be in violation of Section 1735 while in performance of the work, the contractor shall be subject to all penalties imposed in Part VII, Chapter 1 of the California Labor Code and deemed to be in material breach of the contract.

Immigration Reform and Control Act. The successful bidder will be required to comply with all requirements of the Immigration Reform and Control Act of 1986. The successful bidder agrees to defend, indemnify and hold the City harmless from any penalties imposed as a result of non-compliance with the Immigration Reform and Control Act.

Apprentices. The contractor specifically agrees to comply with the applicable provisions of Labor Code Sections 1777.5 and 1777.6 relating to the employment of apprentices by the contractor or any subcontractor under him or her. It is the contractor's responsibility to comply with these sections.

Clayton and Cartwright Acts. 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 City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 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 City tenders final payment to the contractor, without further acknowledgment by the parties.

Insurance. Before a contract is entered into with the successful bidder, the bidder shall present evidence in writing to the City that he or she has current public liability and property damage insurance of at least the following amounts:

General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 products-comp/op agg
Bodily injury and death coverage	\$1,000,000 per person \$2,000,000 each occurrence

The City shall be named as additional insured on such policy and any policy issued to any subcontractor. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy. The City must be notified in writing thirty (30) days in advance of policy cancellation. If the policy is canceled during the term of the Agreement, the contractor or subcontractor, as the case may be, shall obtain alternative insurance that provides for, at the very least, the same coverage as the canceled policy. The insurance policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating of "Excellent" or better.

Contractor shall indemnify and defend the City, its officers, agents and employees from any and all losses and damages arising out of any negligent act or omission of contractor in performance of this contract.

Reduction of Retention. The amount of retention shall remain at five percent (5%) for the entire duration of the contract and reduction in retention percentage will not be allowed.

Rejection of Bids. The City of Irwindale reserves the right to reject any and all bids and to waive any irregularities or informalities in any bid or in the bidding.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Posted: January 12, 2023
Published: January 17, January 24 and January 31, 2023
Bid Opening: February 14, 2023
Anticipated Award: March 8, 2023