

**NOTICE INVITING BIDS**

**FOR**

**COVINA RECREATION VILLAGE PROJECT**  
**PROJECT No. P2202**

**NOTICE IS HEREBY GIVEN** that the City of Covina, California (“City”) invites sealed Bids for the Project. The City will receive such Bids at City Hall, 125 E. College Street, Covina, California 91723-2199 up to **Tuesday 10:00 am February 13<sup>th</sup>, 2024** at which time they will be publicly opened and read aloud.

**ALSO, NOTICE IS HEREBY GIVEN** That the City Staff will conduct a mandatory pre-bid meeting at the site 640 N Citrus Avenue on January 25<sup>th</sup>, 2024 at 10:00 am. Parking available at the Metrolink Station.

As part of the requirements, the successful lowest bidder contractor is required to have constructed or renovated 5 (five) buildings of a minimum of 30,000 square feet for a public entity within the last 5 (five) years. Projects must have been open and continuously in operating condition for at least one year.

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

**SCOPE OF WORK**

The project consists of the construction of the following:

- West Building – 640 N Citrus Avenue – 23,555 square feet Gymnasium and Offices – Base Bid
- East Building – 660 N Citrus Avenue – 14,660 square feet Library – Alternate No. 1
- Offsite Improvements – Dog Park, Playground, Landscape, Lighting – Alternate No. 2
- Gateway Sign – Alternate No. 3

and other related work as described in the Plans, Specifications, and Contract Documents, by this reference, made a part hereof.

**LIQUIDATED DAMAGES**

The engineer’s estimate for this project is \$22,000,000. The successful bidder shall have eighteen (18) months to complete the work. Liquidated damages shall be \$10,000 per working day.

**OBTAINING BID DOCUMENTS**

Potential Bidders may obtain the Contract Documents for the Project at Covina City Hall, 125 E. College Street, Covina, California 91723-2199 for a non-refundable fee of \$60 per set, or \$65 per set if mailed. The City must receive payment before the Contract Documents will be provided.

**FACSIMILE NUMBER AND EMAIL ADDRESS**

Bidders shall supply the City Clerk 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**

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 unless registered and qualified 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 unless registered and qualified 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 and qualified. 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)].

## **PREVAILING WAGES**

In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work”. The successful 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 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.

## **REQUESTS FOR CLARIFICATION**

If you discover any error, omission, ambiguity or conflict in the Project Plans or Specifications and wish to have a clarification, please fax or email your request for clarification to the City Clerk such that it is received by him or her no later than ten (10) Days before Bid opening. Requests for clarification received after this date will be disregarded. Please indicate the Project and Project number in your request for clarification.

**INSURANCE AND WARRANTY**

The Contractor shall provide insurance in accordance with Section 7-3 of the General Provisions. In addition, the Contractor shall guarantee and warranty all Work against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the Work was completed and accepted by the City.

**LICENSES**

Each Bidder shall possess a valid Class "A or B" 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.

**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.

/s/ Fabian Velez, Chief Deputy City Clerk

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