



**CITY OF BRAWLEY**

**NOTICE AND INVITATION TO BIDDERS**

**HANGAR AREA ASPHALT PAVEMENT REHABILITATION AND DRAINAGE IMPROVEMENTS**

**SPECIFICATION NO. 2013-14**

**AIP PROJECT NO. 3-06-0028-015**

**NOTICE IS HEREBY GIVEN** that sealed bids for Hangar Area Asphalt Pavement Rehabilitation and Drainage Improvements will be received by the City of Brawley (City) in the offices of the City Clerk, 383 Main Street, Brawley, California 92227 until **2:00 P.M. on September 10, 2013** at which time they will be publicly opened and read aloud. No late bids will be accepted.

The Contract for the work advertised will be awarded to the lowest responsible bidder. City reserves the right to reject all bids, waive any irregularities or to dispense with further bidding.

**BID BOND:** Shall be completed in the forms provided as per Instructions to Bidders, **and** accompanied by a Certified Check, Cashier's Check or a Bid Bond executed in favor of the City of Brawley in an amount of ten percent of the bid, to be forfeited as fixed and liquidated damages should bidder neglect or refuse to enter into a contract.

**PERFORMANCE & PAYMENT BOND:** The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

**LIQUIDATED DAMAGES:** Liquidated Damages of \$1,500.00 per calendar day are included in this project.

**PROJECT DESCRIPTION:** The work consists of the rehabilitation of asphalt concrete pavement at the existing hangar apron to the limits shown on the plans, new portland cement concrete pavement, new apron shoulders, drainage improvements, application of apron/taxilane pavement markings, new fences and gates, new duct bank and related incidental items.

It is intended that the work be completed in every respect under the Contract, and such items or details not mentioned above that are required by the Contract documents shall be furnished, performed, placed, constructed, or installed by the Contractor.

**COMPLETION OF WORK:** The work must be completed within 170 calendar days after the commencement date stated in the Notice to Proceed. Out of the total 170 day contract duration, only 135 days shall be allowed for completing both phases 1 and 2 as shown on the plans, i.e. actual construction work on the site or any work that would ordinarily require the Engineer's observation. During the first 35 days of the total 170 days allowed for the Contract, the Contractor shall submit and obtain approval of the technical submittals required by the contract, allowing at least 3 working days per submittal for the engineer to review and approve after receipt; and shall mobilize a fully functioning field office as described in Item M-100. Any construction work as shown on the plans shall occur on the first day of the 135 calendar days allowed for construction and only as authorized in advance by the Engineer. It is the Contractor's responsibility to ensure submittals meet contract specifications. Extra time will not be granted for revising and resubmitting submittals that have been rejected. If the Contractor elects, with the

Engineer's authorization, to start the 135 day construction period before the first 35 days have passed, the 170 day total contract duration will be reduced accordingly so that the 135 day duration and the total contract duration end simultaneously.

**CONTRACTOR'S LICENSE:** Contractor shall have a State of California Classification "A" Contractor's license to perform the work. A bid submitted by any contractor not properly licensed at the time of bid opening shall be considered non-responsive and will be rejected.

**PRE-BID CONFERENCE:** A pre-bid meeting will be held on **August 21, 2013**, for purposes of clarifying requirements and familiarize all interested bidders with the conditions at the project site, and for resolving any possible ambiguities. The meeting will convene at **10:00 a.m.**, at the **Department of Public Works, 180 South Western Avenue, Brawley, CA**. All interested bidders are encouraged to attend.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** The City of Brawley has a DBE goal of five percent (7%).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED):** The Offer's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. See Special Provisions 15 of the required Federal Clauses.

**NONPROCUREMENT LIST:** The "Non-procurement List" is that portion of the "List of Parties Excluded from Federal Procurement and Non-procurement Programs" compiled, maintained and distributed by GSA which contains the names and other information about persons or companies who have been debarred, suspended, or voluntarily excluded from participation in Federal programs. An individual or company named in the "Non-procurement List" may not be awarded a grant, a contract or a subcontract except as provided in 49 CFR Part 29. Sponsors are encouraged to subscribe to the List through the Government Printing Office (GPO).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. See Special Provision 8 of the required Federal Clauses.

**FOREIGN TRADE RESTRICTIONS:** All solicitations, contracts, and subcontracts resulting from projects funded under this contract are subject to the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors. The Aviation Safety and Capacity Expansion Act., of 1990 provide that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

**BUY AMERICAN CERTIFICATE (JAN. 1991):** By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American – Steel and Manufactured Products for Construction Contracts and that components of unknown origin are considered to have been produced or manufactured outside the United States.

**SUBCONTRACTORS:** In accordance with California Public Contracts Code Section 4100 to 4113, inclusive, each bidder shall provide a list giving the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price. In each instance, the nature and extent of the work to the sublet shall be described.

**SECTION 515 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982:** In Accordance with the Davis Bacon Act, as amended Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United State Department of Labor.

**FEDERAL & STATE PREVAILING WAGE RATES:** In accordance with the provisions of California Labor code Sections 1770, et seq., as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the WORK is to be performed. It shall be mandatory upon the CONTRACTOR to whom the WORK is awarded and upon any subcontractor under CONTRACTOR to pay not less than said specified rates to all workmen employed by them in the execution of the WORK. Statutory provisions for penalties for failure to pay Prevailing Wage Rates will be enforced.

**APPRENTICES:** Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code Concerning the employment of apprentices by the Contractor or any subcontractor under him. It shall be the Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

**RETENTION:** City will retain a portion of the Contract price as required by law. The Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under CA. Public Contract Code 22300, may be used by Contractor.

**BIDDING DOCUMENTS:** Bidding documents may be obtained from the office of the City Clerk, 383 Main Street, Brawley, CA 92227, (760) 351-3059 upon payment of \$50.00 (non-refundable) for each set of contract Documents. Bidding Documents will be mailed to bidder at bidder's request; however, City will not be responsible for delays in mail delivery.

**CITY'S RESPONSES:** The City's responses to questions that may be asked may be provided by an Addendum. No oral comments shall be on any force or effect with respect to this solicitation.

Questions during the bidding process shall be directed in writing to Mr. Alan Chan, Engineering Technician, 180 South Western Avenue, Brawley, CA (760) 344-5800 Ext. 18 or Fax (760) 344-5612.

**CITY'S RIGHTS RESERVED:** The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the City.

**PUBLISH:** IV Press  
August 9, 2013  
August 20, 2013

*Alma Benavides*, City Clerk