



**CITY OF LA MIRADA
NOTICE OF INVITING BIDS
CAPITAL IMPROVEMENT PROJECT NO. 2016-11
ROOF REHABILITATION AT THE NEFF HOUSE, GEORGE HOUSE
AND CARRIAGE BARN**

Notice is hereby given that the City Council of the City of La Mirada, County of Los Angeles, State of California, hereby invites sealed bids for the furnishing of all labor, materials, equipment, and services for roof rehabilitation pursuant to the Plans and Specifications for Capital Improvement Project No. 2016-11 and with the Instructions to Bidders on file in the office of the City Clerk, La Mirada City Hall, 13700 La Mirada Boulevard, California 90638. Work includes: removal of wood shingle roof, installation of plywood over the entire structure, and installation of wood shingle roof at the George House; removal and replacement of wood shingle roof at the Carriage Barn; removal and replacement of clay tile roof at the Neff House; removal, repair, repaint and reinstall rain gutters at the Neff House, George House and Carriage Barn; and, repair of substrate, space sheathing, fascia boards, and rafter boards as needed at the Neff House, George House and Carriage Barn, in the City of La Mirada.

Each sealed bid marked, "Bid for Capital Improvement Project No. 2016-11, City of La Mirada, Roof Rehabilitation at the Neff House, George House and Carriage Barn" must be submitted to the office of the City Clerk at the City of La Mirada City Hall, 13700 La Mirada Boulevard, La Mirada, California 90638 **by 11:00 a.m. (City Hall receptionist clock time) on July 27, 2017.** Said bids will be publicly opened and announced by said City Clerk at that time and submitted to the City Council for action at their next scheduled meeting.

Bids must be submitted on the blank forms prepared and furnished for that purpose which may be obtained at the office of the City Clerk, La Mirada City Hall, 13700 La Mirada Boulevard, La Mirada, California 90638 at which office bidders may also obtain copies of the Plans and Specifications for the contemplated work upon payment of \$35.00 per set, not refundable. If mailed, there will be an extra charge of \$7.00. A mail and email address and telephone number must be left at the aforementioned office which the prospective bidder agrees is sufficient for contact. Any modifications, limitations or unauthorized changes to the bid forms will render the bid unresponsive and may result in its rejection. Alterations of the required format of the proposal must be explained or noted in the proposal over the signature of the bidder.

Each submitted bid must be accompanied by either a certified or cashier's check or a surety bond made payable to the City of La Mirada in an amount equivalent to at least ten (10) percent of the total aggregate bid price of such bid, as a guaranty that the bidder, if his bid be accepted, will enter into and execute the awarded contract and

Notice of Inviting Bids

furnish the required bonds in connection therewith and in accordance with the terms of the aforementioned Plans and Specifications.

In accordance with the requirements of the General Provisions, as set forth in the Plans and Specifications regarding the work contracted to be done by the Contractor, the Contractor may, upon the Contractor's request and at the Contractor's sole cost and expense, substitute authorized securities in lieu of monies withheld (performance retention).

The City Council reserves the right to reject any or all bids, or delete portions of any or all bids, or waive any informality or irregularity in the bid or the bid procedures, and shall be the sole judge of the bids received.

The Contractor shall forfeit, as penalty to the City of La Mirada, an amount not to exceed \$50 for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under contract with the City of La Mirada by him or by *any* subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the Public Works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1130 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

Notice of Inviting Bids

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeyman in any apprenticeable trade on such contracts, and if other Contractors on the Public Works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Section 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to the City of La Mirada, \$25 for each laborer, workman or mechanic employed in the execution of the contract by him or any subcontractor under him upon any of the work hereinbefore mentioned for each calendar day during which said laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

CONTRACT AGREEMENT ARTICLE

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provision of that code, and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute this contract. Contractor further acknowledges that this is a locally assisted construction contract and prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced.

RECORDS RETENTION

Contractor agrees to retain all records related to the project for a minimum of five (5) years after the issuance of the notice of completion by the City. Contractor shall provide those records to the City upon request at no additional cost to the City.

DEPARTMENT OF INDUSTRIAL REALATIONS REGISTRATION

Per SB 854, all contractors and subcontractors are required to be registered with the California State Department of Industrial Relations (DIR) per Labor Code Section

Notice of Inviting Bids

1725.5. Per Labor Code 1771.1, a local agency may not accept a bid nor enter into a contract or subcontract without proof of current registration. This Public Works Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All bidders are required to submit proof of registration submitted with their bid. Failure to submit proof of registration may be grounds for rejection of the bid as non-responsive. The DIR has produced a Fact Sheet on the registration requirement, which is available on their web site: <http://www.dir.ca.gov>

No bid will be considered from a Contractor who is not licensed as a **C-39 Roofing** at the time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto, or to whom a bid form has not been issued by the City of La Mirada.

The successful bidder shall be required to furnish a payment bond and a faithful performance bond, both in an amount equal 100 percent of the contract price, and said bonds shall be secured from a surety company satisfactory to the City of La Mirada.

FEDERAL CONTRACT PROVISIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT

PREVAILING WAGE STATEMENT

This is a federally assisted construction project. Federal Labor Standards Provisions outlined in the HUD-4010 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The "current Federal Wage Decision" is the one in effect ten (10) days prior to the bid opening date and can be found on-line at <http://www.wdol.gov>. In the event of a conflict between federal and state wage rates, the higher of the two will prevail. "The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment."

CONFLICT OF INTEREST

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36 OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 3 STATEMENT

This is a HUD Section 3 construction contract. Preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. **A Section 3 Pre-Bid Meeting will be held at 10:00 a.m. on Thursday July 13, 2017 at the City of La Mirada Resource Center, 13710 La Mirada Boulevard, La Mirada, California 90638, to discuss the Section 3 bid preference and hiring goals.** In order to receive consideration for the Section 3 bid preference, a bidder must submit the following forms with their bid proposal: Completed and signed a) Section 3 Business Certification form, and either b) Section 3 Resident Certification form(s), or c) Section 3 Economic Opportunity Plan in support of their Business Certification. In addition, the

Notice of Inviting Bids

bidder must also provide a reasonable proposal that is within the Zone of Consideration (refer to the formula detailed on the reverse side of the Section 3 Bid Evaluation form included in the bid packet). A bidder who is not responsive to the Section 3 requirements of the Housing Development Act of 1968 (as amended), outlined above, will not receive consideration for a bid preference.

For detailed description of the notice inviting seal bids, please reference the project specifications.

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications of each, and the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in its Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in

Notice of Inviting Bids

sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SPECIAL INSTRUCTIONS TO BIDDERS

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

Phase 1: The Contractor shall complete all work on the George House and Carriage Barn in every detail within thirty (30) **working days** after the date in the Notice to Proceed – George House and Carriage Barn.

Phase 2: The Contractor shall complete all work on the Neff House in every detail within twenty (70) **working days** after the date in the Notice to Proceed – Neff House. The manufacturer's lead time for production of the clay tiles is approximately ten (10) weeks. Work required to prepare the roof for installation of the clay tiles shall be scheduled in conjunction with the estimated delivery date. Additional working days may be granted if the City is provided with proof the delay is solely due to the tile manufacturer's deliver the product.

THE ENGINEER'S ESTIMATE IS \$322,960.

All requests for information or clarification must be submitted in writing by July 18, 2017. Requests for information submitted after that date may not be answered.

By order of the City Council of the City of La Mirada, State of California.

DATED: June 28, 2017



Anne Haraksin, City Clerk