

**NOTICE INVITING SEALED BIDS
FOR THE THOMPSON PARK IMPROVEMENTS –
INSTALLATION OF OUTDOOR FITNESS CENTER**

**IN THE CITY OF BELLFLOWER
SPECIFICATIONS NO. 23/24-04**

The City of Bellflower is accepting sealed bids in the City Clerk's office, 16600 Civic Center Drive, Bellflower, CA 90706, until 11:00 a.m. on:

TUESDAY, JULY 2, 2024

at which time they will be publicly opened. Each bid must be accompanied by a certified or cashier's check or bidder's bond payable to the order of the City of Bellflower or cash for an amount not less than ten percent (10%) of the bid price submitted, and the check, bond, or cash deposit of the successful bidder shall be forfeited to the City if such bidder fails to enter into the contract to perform the work within ten (10) days after written notice of award. Bids will not be accepted after that time.

As described in the Bidding Documents, the bids are for a public works project ("Project") which consists of a installation of an outdoor fitness center and related work as shown on the plans on file with the City's Public Works Department. will be publicly opened on July 2, 2024. At the time of contract award, the contractor shall possess a Class A or B Contractor's License or a combination of Class C-8, C-32 and C-61/D34 Contractor's License. No bid will be accepted from a contractor who has not been licensed in accordance with the Provisions of Chapter 9, Division III, of the Business and Professions Code of the State of California at the time the bid is submitted. Following the issuance of the Notice to Proceed, the contractor shall have thirty (30) working days to complete the work.

Work on the Project must be performed in strict conformity with Specification No. 23/24-04 as adopted by the City's City Council on June 10, 2024 which is filed with the City's Public Works Department. Copies of these plans and specifications may be obtained by prospective bidders from the Public Works Department, via email at no cost. Email project manager at sho@bellflower.org to obtain the plans and specification.

Mandatory jobsite walk will be held on **Wednesday, June 19, 2024 at 11:00 AM** at 14001 Bellflower Blvd, Bellflower, CA 90706. Prospective bidders will have opportunity to examine the project site and are encouraged to raise any questions associated with the project and site. Attendance of the jobsite walk is mandatory for parties wishing to submit a bid as the Prime Contractor.

The terms and conditions for bidding on the Project are described in the Bidding Instructions which can be found at www.bellflower.org.

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This project requires payment of State prevailing rates of wages for Los Angeles County. The contractor must post copies of the prevailing schedule at each job site. Copies of these rates of wages are available from the State of California Department of Industrial Relations Prevailing Wage Unit, Telephone No. (415) 703-4774. The website for this agency is currently located at www.dir.ca.gov.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

Five percent (5%) will be deducted from each progress payment and retained by the City. The remainder less the amount of all previous payments will be paid to the Contractor. Pursuant to Public Contracts Code ("PCC") § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

DATED this 10th day of June, 2024.

CITY OF BELLFLOWER, CALIFORNIA

**Instructions to Bidders
Specifications No. 23/24-04**

CITY OF BELLFLOWER

**THOMPSON PARK IMPROVEMENTS –
INSTALLATION OF OUTDOOR FITNESS CENTER**

SPECIFICATIONS NO. 23/24-04

BIDDING INSTRUCTIONS

1 **DEFINITIONS.** Unless provided otherwise, the definitions in the Greenbook, Special Conditions, or other Contract Documents are applicable to all Bidding Documents.

1.1 “Addenda” means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 “Bid Deadline” means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 “Bidder” means a person or firm that submits a Bid.

1.5 “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.7 “Unit Price” means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

2 **BIDDER’S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor’s State License Board for the

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Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once

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report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative and must be received at least seven (7) days prior to the date of receipt of bids. No request shall be taken within the six (6) days prior to bid opening.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS.** No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 **SUBCONTRACTORS.**

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 **ADDENDA.**

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued any time before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 **PRE-BID CONFERENCE.** Bidder will attend a Pre-Bid Conference where the City will discuss the Bidding Documents, answer questions, accept comments, and conduct a Project site visit. The City requires all Pre-Bid Conference attendees to

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arrive for the meeting on time and to sign an attendance list which is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

9 FORM AND STYLE OF BIDS

9.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

9.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

9.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

9.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

9.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

9.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

9.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

10 BID SECURITY

10.1 Each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Bellflower." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

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10.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

10.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

10.4 The City will retain Bid Security until the occurrence of one of the following:

10.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

10.4.2 The specified time has elapsed during which Bids may be withdrawn.

10.4.3 All Bids have been rejected.

10.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

10.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

10.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

10.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

11 MODIFICATION OR WITHDRAWAL OF BID.

11.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

11.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

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11.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

11.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

12 OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

13 REJECTION OF BIDS.

13.1 The City will have the right to reject all Bids.

13.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

14 AWARD

14.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

14.2 The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

14.3 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

14.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

14.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

14.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as

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the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

14.5.1 Two originals of the Agreement signed by Bidder.

14.5.2 Two originals of the Labor and Materials Bond.

14.5.3 Two originals of the Faithful Performance Bond.

14.5.4 Certificates of Insurance.

14.5.5 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

14.5.6 Preliminary Contract Schedule.

14.5.7 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

14.5.8 Cost Breakdown.

14.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

14.7 If Bidder submits the two original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

14.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

15 PROTEST

15.1 Procedure to be followed by protester and City Clerk.

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- A. Persons may challenge (the “Protester”) an award of a City of Bellflower Public Works contract (the “Project”) based upon whether the apparent lowest responsible bidder (the “Low Bidder”) is a “responsible bidder” as defined by applicable law.
- B. The Protester must file a written statement with the City Clerk (the “Protest”) that sets forth the reasons for objection. The Protest must be filed with the City Clerk not later than seven (7) days after the bids were received and opened, or as soon as the Protester becomes aware of the ground for the Protest, whichever date occurs first. Any documents which support the objections must be filed together with the Protest.
- C. Upon receiving the Protest, the City Clerk must mail a copy of the Protest to the Low Bidder, together with any supporting documents filed with the Protest. The City Clerk must include a letter of transmittal with the Protest which contains substantially the following information:
 - 1. Notice that the Protest (and supporting documents, if any) was filed with the City Clerk;
 - 2. Notice regarding the date, time, and place when and where the City Council will consider the bids received in connection with the Project; and
 - 3. Notice that the Low Bidder may appear at the meeting and rebut the Protest including, without limitation, the ability to present evidence that the Low Bidder is qualified to perform the work and is the “lowest responsible bidder” on the Project.
- D. In addition to the notice provided to the Low Bidder, the City Clerk must attempt to contact the Low Bidder by phone regarding the Protest. If the City Clerk is able to contact the Low Bidder, the City Clerk must provide, if the Low Bidder requests it, a facsimile copy of the Protest.
- E. The City Clerk must also provide the Protester with notice regarding the date, time, and place when and where the City Council will meet to consider bids for the Project.

15.2 Procedure to be followed at the Hearing.

- A. At the time set for consideration of the bids received in connection with the Project, the City Council must allow City staff to proceed with its presentation first.
- B. Following the staff presentation, the City Council will allow the Protester to make his/her presentation. The Protester has the right to introduce any testimony or other evidence which could not, by the exercise of reasonable diligence, have been submitted at the time the Protest was filed.

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- C. Following the Protester's presentation, the Low Bidder has the right to cross-examine any witnesses who testified on behalf of the Protester and to rebut any other evidence introduced or produced by the Protester or City staff.
- D. The City Council may, in its discretion, permit rebuttals and surrebuttals by the Protester and/or the Low Bidder.
- E. At the conclusion of the hearing on the Protest, the City Council must decide whether, based on the evidence produced at the hearing, the Low Bidder is or is not the lowest responsible bidder.
- F. In deciding where the Low Bidder is "responsible," the City Council must consider the Low Bidder's trustworthiness, and the quality, fitness and capacity of the Low Bidder to satisfactorily perform the work required to be performed for the Project. Evidence of pervasive and significant violations of the prevailing wage laws of the State of California by the Low Bidder on a City Public Works project or on public works projects involving other public agencies warrants a finding by the City Council that the Low Bidder is not the lowest responsible bidder.
- G. If the Low Bidder is found to be "responsible" under the criteria referred to above, the City Council must award the contract for the Project to the Low Bidder, unless the City Council rejects all bids for the Project.
- H. If the Low Bidder is found not be "responsible" under the criteria referred to above, the City Council must make a finding to that effect and must then award the contract to the second lowest responsible bidder, unless the City Council rejects all bids for the Project.