



## ***CITY OF ORANGE***

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COMMUNITY SERVICES DEPARTMENT    www.cityoforange.org    PHONE: (714) 744-7274    FAX: (714) 744-7251

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### **EL CAMINO REAL PARK BOOSTER PUMP INSTALLATION**

#### **REQUEST FOR BIDS (RFB) NO. 22-23.28**

**BIDS DUE: MARCH 9, 2023**

**TIME: 2:00 PM**

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The documents contained in this Request for Bid document are considered to be the invitation and not the full final representation of the documents needed to submit a successful response to the bid described herein.

Interested bidders should subscribe to receive bid updates and notifications via the City's website at: <https://public.govdelivery.com/accounts/CACITYORANGE/subscriber/new> as well as emailing [CommServBids@cityoforange.org](mailto:CommServBids@cityoforange.org) to be added to the contact list for this specific bid list in order to receive emailed updates of any revised/additional information and addenda.

It is the responsibility of the interested bidder to request being added to the bid list and to check the website frequently to look for any additional updates.

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Project Name:            **EL CAMINO REAL PARK BOOSTER PUMP  
INSTALLATION**

Location Address:      El Camino Real Park, 400 N. Main Street, Orange, CA 92868

Contact Name:         Paul Miller, Park Maintenance Supervisor

Phone Number:         714-532-6472

E-Mail Address:        pmiller@cityoforange.org

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**PROJECT DESCRIPTION:** The City of Orange, CA, a Municipal Corporation, is requesting qualified contractors to provide bids in accordance with the specifications prepared by City of Orange Staffing. All work shall also conform to City of Orange codes, ordinances and standards. The work will generally include, but not be limited to:

Provide all work (labor, materials, and specified booster pump) necessary to install an irrigation booster pump, provide miscellaneous demolition, masonry, electrical, planting and irrigation work.

## GENERAL PROVISIONS:

1. A MANDATORY job walk has been scheduled for **February 28, 2023, at 9:00 am.** at El Camino Real Park, 400 N. Main Street, Orange CA, 92868
2. NOTE: All construction work shall be performed in adherence to the City of Orange Public Works Standard Plans and Specifications (available at the Public Works counter for NON-REFUNDABLE charge of \$12.00 (\$15.00 if mailed), the current edition of the "Green Book" for 'Standard Specifications for Public Works Construction' and to the approved specifications listed in this document.
3. Contractor shall, at all times, carry valid insurance, which meets all City of Orange insurance requirements as outlined in Attachment No. 1.
4. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all workdays.
5. The contractor is responsible for carrying/acquiring all pertinent licenses/permits for accomplishing this work. Contractors bidding for work on this project must hold an active State of California Contractors License; C-27 - Landscape Contractor.
6. All work shall conform to the specifications contained in the RFB and any subsequent agreements.
7. Contractor shall be required to provide a \$1,500.00 deposit for use of a City water meter on a City fire hydrant, if required. Contractor shall be charged \$2.75/day for water meter rental and shall be responsible for all water charges associated with project. Consumption charges of \$2.59 per hundred cubic feet of water apply.
8. Working hours will be per City of Orange ordinance; 7:00 am till 3:30 pm. Weekend work will only take place with permission from the City of Orange.
9. No new access points will be allowed within the boundaries/scope of this project. The Contractor is to prepare estimates for work based upon the existing ingress/egress to each work site.
10. All vehicles used by the contractor are to be identified with door signs (approx. 20" x 16", magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.
11. Uniforms: All of contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor's name.
12. Background/Security: All personnel engaged in performance of this work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.
13. All construction work as described in this document is to be completed within 15 working days from a Notice to Proceed (NTP) from the City of Orange. A 'working day' is considered to be Monday through Friday, excluding weekends, holidays and rain (weather related) delay days. Failure to complete all work as described within this bid request and the 15 working days will result in 'Liquidated Damages' being applied to the Contractor at a rate of \$ 400.00 per day.
14. All questions, requests for clarification, and comments shall be sent to the City by email, and must be clearly titled "Written Questions". All such e-mails shall be sent to Paul Miller, Park Maintenance Supervisor, at pmiller@cityoforange.org. The City shall not be responsible for its failure to respond to e-mail questions that have not been titled as such, and that have not been sent directly to Mr. Miller. **All questions regarding this 'EL CAMINO REAL PARK BOOSTER PUMP INSTALLATION' are to be submitted by email to Paul Miller by March 2, 2023 by 12:00 p.m.**
15. Safety and Code of Conduct:
  - A. Safety is a priority at all times with all work being done in a safe and compliant manner.
  - B. Safety practices will be enforced onsite daily; safety inspections through a third-party safety company will be enforced by the City if needed.

- C. All housekeeping procedures will be in effect maintaining an optimally functional work environment.
- D. All work on premises will be cleaned daily during the project and upon completion of the project.
- E. Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- F. Apply for and obtain permits and regulatory approvals as required by the City; the permit cost will be waived by the City under this contract.
- G. Set up all safety equipment; including, but not limited to, access-controlled zones.

### **Inspections**

Contractor is required to call for a final inspection once installation is complete.

## **SCOPE OF WORK AND PROJECT SPECIFICATIONS**

### SCOPE OF WORK:

#### SITE PREP:

1. Supply all labor & equipment necessary for the installation/construction of the new booster pump & irrigation modifications/improvements and other related work.
2. Supply temporary barrier fencing during construction. Barrier fencing to be six feet tall chain-link, free-standing type. Fencing to surround entire area of construction.

#### DEMOLITION:

1. Remove existing pump, electrical equipment, irrigation fittings and equipment and return to the City.
2. Provide all demolition/removal of concrete pads, soil, and debris within the designed footprint of work improvement area.
3. All debris must be removed off site at the contractor's expense.
4. Provide the removal (off site) of all concrete, concrete blocks, metal scrap and footing soil at the contractor's expense.
5. Protect in place existing amenities to remain in place.

#### CONSTRUCTION:

1. Provide and install new Watertronics Irrigation Booster Pump Station specified in Exhibit A, Plans and Specifications, including new concrete pad.
2. Concrete pad will be dimensions noted in pump specification. Concrete pad will be minimum 3½ inches thick, and minimum 2500 PSI compression strength.
3. Provide the re-connection of all existing irrigation components (backflow, main lines, lateral lines, flow sensors, control wires, etc.) that may/will be disconnected or disturbed during this construction process.
4. Repair of all broken or disconnected irrigation components that occurs in any portion of the completion of this agreement will be repaired by the contractor to the satisfaction of City representative.
5. Provide the installation of one (1) marine grade aluminum enclosure, per detail.
6. Use existing electrical source from existing pump. Add new conduit as needed.
7. Excavation backfill shall be native soil, placed in twelve-inch lifts. Compaction is 90% for hardscape (i.e. walkways, picnic pads, basketball and tennis courts); and 85% in areas to be planted. Place topsoil at top six inches over trenches in planted areas. Upon completion, all trenches and excavation shall be filled flush with adjacent finish grades.
8. All removed and damaged turf will be replaced with West Coaster Tall Fescue sod from West Coast Turf or equivalent approved by City representative.

**Notes:**

- *Booster pump to be installed with the marine grade aluminum enclosure as shown in detail.*
- *All control wire connections to be made with silicone gel connectors. Any underground splicing connections to be within a NDS Pro Series Plus 14" X 19" (NDS 314BC) rectangular valve box. Any new underground control wire to match existing in size and type.*

**SPECIAL INSTRUCTIONS:**

1. The Contractor shall provide with this RFB a minimum of three (3) references of **commensurate/equal** work with cities and/or municipalities. References shall represent/include:
  - Work completed within the last five (5) years.
  - A description and location of said work.
  - An approximate cost of said work.
2. A contact person and phone number to verify work. The City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.
3. The City reserves the right to reject any contractor who they feel does not meet a qualifying work experience or satisfying references.
4. All square foot and linear foot totals listed in this RFB, and/or plans are approximate. The contractor is responsible for all measurements (linear and square foot) included in this bidding package and/or approved plans.
5. The contractor is responsible for the repair of any existing site amenities, inside or outside of the facility, including but not limited to: concrete, landscape, storm drain, supply lines or sprinklers that are damaged during the implementation of this work. Any and all replacement work will be performed to the satisfaction of the City of Orange. Any damages to City or residential property resulting from the contractor's work shall be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.
6. The contractor is required to provide and post appropriate signage directing/redirecting any and all pedestrian traffic in appropriate directions, per City of Orange.

**TIME LINE (APPROXIMATE):**

- |  |                               |
|--|-------------------------------|
| 1. Job walk:                             | February 28, 2023 at 9:00 am. |
| 2. Deadline for questions regarding RFB: | March 2, 2023 by 12:00 p.m.   |
| 3. Bids due:                             | March 9, 2023 by 2:00 p.m.    |
| 4. Presentation to City Council:         | April 11, 2023                |
| 5. Notice to Proceed:                    | TBD                           |

**BID SUBMISSION:**

Provide response to the above REQUEST FOR BID on attached Bid Sheet and return all pages of the Request for Bid (including the scope and specification sections) references.

Bids must be received on **March 9, 2023 by 2:00 P.M.** at the City of Orange **City Clerk's Office** (300 E. Chapman Ave., Orange, CA 92866). Responses may be sent via U.S. Mail, or delivered personally to the above address. **Please provide three copies of bid packets.**

**Bid Packets Must Be Labelled Appropriately:**

**RFB 22-23.28- EL CAMINO REAL PARK BOOSTER PUMP INSTALLATION**

**Attn: City of Orange, City Clerk's Office**

The City reserves the right to reject any and all **Bids** and any item on items therein, and to waive any non-conformity of Bids with this Request for Bid, whether of a technical or substantive nature, as the interest of the City may require.

CITY OF ORANGE  
COMMUNITY SERVICES DEPARTMENT  
230 E. CHAPMAN AVENUE  
ORANGE, CALIFORNIA 92866-1591  
(714) 744-7274

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Company Name (Bidder)

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No. 22-23.28; El Camino Real Park Booster Pump**, the undersigned has carefully examined: the location of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

Contractor agrees to commence the work provided within ten (10) days of the date herein above stated and to diligently prosecute completion of the work in the time period agreed to by and between the representatives of the parties.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The undersigned agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items of work not separately provided in the proposal shall be considered included in the price bid for other various items of work.

Accompanying this proposal is \_\_\_\_\_ (\$\_\_\_\_\_)

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the

proposal and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a proposal guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this proposal is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

Bidder hereby declares in writing, under penalty of perjury that all employees who will be performing labor, maintenance, delivery, installation or repair, will be those who are legally entitled to live and work in the United States. Further, the bidder as employer agrees to provide documentary proof of such eligibility (when requested by the City of any other authorized entity or agency).

Bids are to be submitted for the entire work. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Orange Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Orange, and that discretion will be exercised in the manner deemed by the City of Orange, to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Orange respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.





## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_ ,has not \_\_\_ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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### **Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

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### **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **Non-collusion Affidavit**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF ORANGE – DEPARTMENT OF COMMUNITY SERVICES

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS,  
PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_

**Sign**

\_\_\_\_\_

\_\_\_\_\_

**Here**

\_\_\_\_\_

Signature and Title of Bidder

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer and Manager thereof).

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

(Please include even if P.O. Box is used)

CITY, STATE, ZIP \_\_\_\_\_

PLACE OF BUSINESS (Include City & State) \_\_\_\_\_

PLACE OF RESIDENCE (Include City & State) \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER \_\_\_\_\_

LICENSE CLASS \_\_\_\_\_



1. **The City, its officers, officials, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured Endorsement (Insurance Services Office, Inc. Form CG 20 10 11 85 or such other form as may be acceptable to the City) to the Contractor's insurance policy, or as a separate owner's policy.**

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to the City

The Contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this clause. The endorsements should be on forms acceptable to City. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

All insurance procured and maintained by the Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide.

Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City. In such a case, the City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

Contractor hereby agrees to waive subrogation, which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

