



## NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) is soliciting bids for:

### CIP 2017-028 WESTSIDE FIRE STATION

#### BID DATES, TIMES, & LOCATIONS:

Bid Published:	June 22, 2022
Bids Must Be Received By:	July 18, 2022 @ 11:00 AM
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	July 6, 2022 @ 11:00 A.M.
Bid Opening Date:	July 18, 2022 @ 11:15 AM
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date. Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

#### “BID FOR CIP 2017-028 WESTSIDE FIRE STATION”

#### LOCATION OF WORK:

The work to be completed is located on a City-owned parcel at the northeast corner of Potrero and Olivewood, in the City of Beaumont. APN 414-120-042.

#### DESCRIPTION OF WORK:

The proposed work shall be performed in accordance with the Contract; General, Special, and technical Specifications and Drawings.

In general, the work includes construction of a new Fire Station with a 4,730 sq ft offices, day room, Dormitories, kitchen, and weight room wing and a 4,790 sq ft apparatus bay. Site development of the ~4.09 ac parcel includes grading, drainage devices, paving, utility construction, utility connections, driveways, sidewalks, block walls, water quality features, and landscaping.

#### CONTRACT LENGTH:

The work for this contract shall not exceed 360 calendar days. Contract time shall commence based on the contractor’s lead time of construction material. Appliances are excluded from contract time commencement negotiations.

#### AWARD OF CONTRACT:

The City shall award the Contract for the Project to the lowest responsive, responsible

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bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

**CONTRACT DOCUMENTS AND SPECIFICATION:**

Copies of the Contract Documents and Specification are available for inspection at no cost to the bidder at City Hall. The documents can also be downloaded from the City's Website (<https://www.beaumontca.gov>) and [WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM) and reviewed at no cost.

**BID & BIDDER:**

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- Class "A" and/or Class "B"

**FOR FURTHER INFORMATION CONTACT:**

Public Works Department  
Tel: (951) 769-8522  
E-mail: [rvestal@beaumontca.gov](mailto:rvestal@beaumontca.gov)



## **INSTRUCTIONS TO BIDDERS**

### **AVAILABILITY OF CONTRACT DOCUMENTS:**

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

### **EXAMINATION OF CONTRACT DOCUMENTS:**

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

### **INTERPRETATION OF CONTRACT DOCUMENTS**

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the Project Manager by faxing (951)769-8526 or emailing to [rvestal@beaumontca.gov](mailto:rvestal@beaumontca.gov). Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

### **INSPECTION OF SITE:**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the



construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

#### ADDENDA:

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

#### ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

#### COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

## INSTRUCTIONS TO BIDDERS



#### MODIFICATIONS OF BIDS:

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

#### DESIGNATION OF SUBCONTRACTORS:

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services **for in the amount in excess of one-half of 1 percent of the prime contractor's total bid**, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

#### LICENSING REQUIREMENTS:

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

#### SIGNING OF BIDS:

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be



under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

**BID GUARANTEE (BOND):**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

**SUBMISSION OF BIDS:**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or hand delivered to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

**DELIVERY AND OPENING OF BIDS**

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids at the address specified in the NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

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#### WITHDRAWAL OF BID:

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

#### BASIS OF AWARD; BALANCED BIDS:

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

#### DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

#### INSURANCE REQUIREMENTS:

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

#### AWARD PROCESS:

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

#### FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation

### **INSTRUCTIONS TO BIDDERS**



- being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
  - Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

#### WORKERS COMPENSATION:

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

#### SUBSTITUTION OF SECURITY:

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### PREVAILING WAGES:

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.





#### DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### PERFORMANCE AND PAYMENT BOND REQUIREMENTS:

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

#### REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

#### SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

#### EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

**END OF INSTRUCTIONS TO BIDDERS**

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