



NOTICE INVITING BIDS

1. **Project Title:** Brekke Park Playground Equipment replacement and other amenities project Specification No. PW 24-115.
2. **Bid Submission.** The City of Oxnard, California (“City”) will accept sealed Bids for the above referenced project at its City Clerk’s Office located at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, until 2:00 p.m. on August 14, 2024 . There will be a public bid opening immediately afterwards in the City Council Chambers located across the street at 305 West Third Street, First Floor, Oxnard, California 93030.
3. **Contract Documents.** All Prospective Bidders must be plan holders of record to submit a Bid to the City, which entails purchasing copies of all Contract Documents at CyberCopy’s Plan Room, located at <https://www.cybercopyplanroom.com/jobs/public>.
4. **Scope of Work.** As more specifically described in the Bid Package, the Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to dispose of existing playground equipment and replace with a new playground system and other amenities that includes engineered wood fiber safety surfacing.
5. **Bid Security and Bonds.** Each Bid shall be accompanied by (a) cash; (b) a certified or cashier’s check; or (c) a bidder’s bond made payable to City of Oxnard in an amount equal to ten percent (10%) of the Total Bid Price as bid security. Said Bid Security shall be enclosed in the same envelope as the Bid Proposal and no bid shall be considered unless such Bid Security is enclosed therewith. The successful Bidder will be also required to furnish performance and payment bonds, each in an amount equal to one hundred percent (100%) of the Total Contract Price. Upon Contract award, the successful Bidder shall provide both Payment and Performance Bonds—each at 100% of the Contract Price—in the name of the City and to the City Clerk or his or her designee. The bonds shall be in accordance with Greenbook Section 1-7.2 as modified by the City of Oxnard in the General Provisions and the Contract Documents. The Performance Bond shall include a one-year warranty period. Bonds must be on the forms in the Contract Documents unless other forms meet all of the City’s requirements including that the Bond limit be automatically increased if the Contract amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety’s form. Whenever Bonds are submitted for this Project, Bidder must also submit a photocopy of each Bond.
6. **California State Prevailing Wage.** This Project is a “public work” subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The Contractor and all Subcontractors shall pay wages in accordance with the determination of the Director of the

DIR. Copies of these rates are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor shall post a copy of the DIR's rates at each job site.

7. **DIR Registration; Compliance Monitoring.** Pursuant to Labor Code Section 1771.1, the City may not accept a Bid Proposal from or enter into a Contract with any Bidder, without proof that Bidder and its prospective subcontractors are registered with the DIR to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions. This Project is subject to compliance monitoring and enforcement by the DIR and the submission of electronic certified payroll records to the California Labor Commissioner in the manner set forth in Labor Code Section 1771.4.

8. **License.** Bidders must be licensed in accordance with the "Contractor's License Law," Chapter 9 of Division 3 of the California Business and Professions Code. At the time of submitting the bid, Bidders must possess a valid Class A California Contractor's License and a current City business license at the time of Contract award.

9. **Substitution of Securities and Retention.** Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Contract for the work to be performed will be permitted at the request and expense of the successful Bidder. The City shall withhold five percent (5%) of any progress payment as retention.

10. **Award.** Any contract for the Project will be awarded to the lowest responsive, responsible Bidder as determined by the City using the amount of the Total Bid Price for bid comparison purposes. 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.

11. **Liquidated Damages.** Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed. There will be a \$250 assessment for each Calendar Day that Work remains incomplete beyond the Project completion deadline.

12. **Instructions to Bidders.** All Bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal.

13. **Federal Grant Funded Project.** This Project is funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA). Any Contract awarded for this Project pursuant to this Notice Inviting Bids shall be subject to the terms and conditions of ARPA and provisions of Title 2 Code of Federal Regulations Part 200 et al. Please review the Contract and Contract Addendum for these requirements.

Inquiries regarding this Notice Inviting Bids may be directed to renee.hatcher@oxnard.org.