

**NOTICE INVITING SEALED BIDS
FOR THE
RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK
RENOVATION PROJECT**

**IN THE CITY OF EL SEGUNDO
PROJECT NO.: PW 25-13**

The City of El Segundo is accepting sealed bids in the City Clerk's office, 350 Main Street, El Segundo, California 90245, until 11:00 a.m. on:

WEDNESDAY, April 01, 2026

at which time they will be publicly opened. 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 furnishing all materials, tools, equipment, labor, supervision, incidentals, and related work as shown on the plans on file with the City's Public Works Department.

Work on the Project must be performed in strict conformity with Specifications No. **PW 25-13** as adopted by the El Segundo City Council on **October 21, 2025** which is filed with the Public Works Department.

Plans, Specifications, Contract Documents and Engineer's estimate are available electronically via <https://www.elsegundo.org/government/departments/public-works/request-public-works-bid>

A pre-bid meeting is scheduled for **March 05, 2026 at 10:00am**, at the **Recreation Park Teen Center**, 405 E Grand Ave, El Segundo, CA 90245. Bidders' attendance at this meeting is **mandatory**. Questions regarding the bid shall be submitted by **5:00pm on March 16, 2026** to <https://www.elsegundo.org/government/departments/public-works/request-public-works-bid>

The terms and conditions for bidding on the Project are described in the attached Bidding Instructions.

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 <http://www.dir.ca.gov>.

The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order 11246 and 11375.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The City of El Segundo hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and 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.

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.

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 own expense and will include costs incurred by the City to accommodate the Contractor's request.

In entering into a Public Works contract, or a subcontract, to supply goods, services, or materials pursuant to a Public Works contract, the **Contractor**, or **Subcontractor**, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the **Contractor**, without further acknowledgment by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted to the City Clerk, 350 Main Street, City of El Segundo, in a sealed envelope plainly marked on the outside:

**“SEALED BIDS FOR PROJECT NO.: PW 25-13
RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK
RENOVATION PROJECT
IN THE CITY OF EL SEGUNDO**

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid bond, made payable to the City of El Segundo for an amount no less than **ten percent (10%)** of the amount bid for the base contract.

No bid will be accepted from a **Contractor** who has not been licensed in accordance with the provisions of the State Business and Professions Code. For this Project, those acceptable classes of license shall be **A or B**. The successful **Contractor** and his **Subcontractors** will be required to possess the correct license for their Project classifications, and valid City Business Licenses from the City of El Segundo.

The City of El Segundo reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of **ninety (90) calendar days**.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of El Segundo only when the formal written contract has been duly executed by the appropriate officer(s) of the City of El Segundo.

DATED this 12th day of February 2026.

CITY OF EL SEGUNDO, CALIFORNIA

Susan Truax, City Clerk

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 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)
- 2.10 The Bidder, per SB 854 requirements for public Projects, has registered with and paid their annual fee to the California State Department of Industrial Relations. Information about SB 854 and its requirements can be found at this link:
<http://www.dir.ca.gov/Public-Works/SB854.html>

3. BIDDING DOCUMENTS

- 3.1 Bidders may obtain complete sets of the Bidding Documents electronically via <https://www.elsegundo.org/government/departments/public-works/request-public-works-bid>.
- 3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.
- 3.3 The City makes Bidding Documents available on the City's website 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 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.
 - 4.2.1 The release of the bid package begins a quiet period for potential Bidders participating in this Project. The City of El Segundo realizes it is critical to provide Bidders with a vehicle to ask questions so that quality responses can be prepared. Questions must be submitted in writing to project managers via the City website:
<https://www.elsegundo.org/government/departments/public-works/request-public-works-bid>
Responses to all questions will be provided in writing to all Bidders in

accordance with the schedule below. We will not identify companies or individuals that pose questions. Potential bidders must not call City of El Segundo employees to discuss potential projects or ask questions regarding the bid.

Questions Due by MARCH 16, 2026

Questions Answered by MARCH 27, 2026

- 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 must 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 emailed to all who are known by the City to have received a complete set of Bidding Documents and who have provided an email 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 anytime 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 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 typewritten by computer.
- 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.
- 9.8 Bids must be submitted in writing on the Proposal forms provided by the City of El Segundo. One (1) set of these Proposal forms is inserted loose herein for use by the bidders. **Bidders are required to submit one (1) original set of the proposal forms.** All information requested therein must be clearly and legibly set forth in the manner and form indicated.
- 9.9 Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submissions of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work

necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City of El Segundo and clarified prior to the submission of proposals.

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 El Segundo." 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.
- 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 must be enclosed in a sealed opaque envelope. The envelope must be addressed to the City Clerk. The envelope must be identified with the Bidder's name and address, and identify the Project for which the Bid is submitted, as follows: "SEALED BIDS FOR PW 25-13: RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK RENOVATION PROJECT. DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed or delivered by messenger.**
- 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.
- 10.9 All proposals must be submitted, filed, made, and executed in accordance with

State and Federal laws related to bids for contracts of this nature whether the same is expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

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.
- 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 ninety (90) calendar days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.
- 11.5 Proposals may not be withdrawn after said Bid Deadline without forfeiture of the proposal guarantee.
- 11.6 The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.
- 11.7 No mention shall be made in the proposal of Sales Tax, Use Tax, City Business License, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.
- 11.8 No mention shall be made in the proposal of the cost of bonds as all amounts bid will be deemed and held to include any such costs, which may be applicable.

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.
 - 13.2.1 Unrequested/unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.
- 13.3 In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also

submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

14. AWARD

- 14.1 The City may retain all bids for a period of ninety (90) calendar 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 Unless stated otherwise on bidding documents (e.g., Bid Schedule), 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) calendar 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 the apparent lowest responsive Bidder, Bidder will submit to the City all of the following items:
 - 14.5.1 One original of the Agreement signed by Bidder.
 - 14.5.2 One original of the Payment Bond.
 - 14.5.3 One original of the Performance Bond.
 - 14.5.4 Certificates of Insurance on form provided by the City.
 - 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 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.

**PROPOSAL
FOR THE
RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK
RENOVATION PROJECT
PROJECT NO.: PW 25-13**

Date _____, 20__

Company Name: _____
TO THE CITY OF EL SEGUNDO:

In accordance with the City of El Segundo's Notice Inviting Sealed Bids, the undersigned **BIDDER** hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. Submittal of this bid shall be considered evidence that the **BIDDER** has satisfied himself regarding the contract documents, access and any other field conditions which may affect bid prices. If this proposal is accepted for award, **BIDDER** agrees to enter into a contract with the City of El Segundo at the unit and/or lump sum prices set forth in the following Bid Schedule. **BIDDER** understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of El Segundo of the proposal guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE CITY OF EL SEGUNDO RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all apparent expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the **BIDDER'S** default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of El Segundo's notice of award of contract to the **BIDDER**, including sending by U.S. Mail a Public Works Contract for signature by the Awardee, the proceeds of the security accompanying this bid shall become the property of the City of El Segundo and this bid and the acceptance hereof may, at the City of El Segundo's option, be considered null and void.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, **BIDDER** certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION DECLARATION

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of El Segundo is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BID SCHEDULE

RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK RENOVATION PROJECT PROJECT NO.: PW 25-13

Company Name: _____

Note: Bid Item work is elaborated in detail in the Project plans and specifications.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
BASE BID ITEMS					
1	Mobilization/Demobilization: General Conditions, Permits, Surveying, Cleanup and Dust Control, Temporary Construction and Protection of Existing Improvements, Permits, Licensing, Traffic Control, Public Convenience Erosion Control, SWPPP, and Safety	LS	1	\$	\$
2	Hazardous Materials Allowance: Miscellaneous hazardous material remediation as determined necessary by the engineer.	LS	1	\$50,000	\$50,000
3	Interior Furniture Allowance	LS	1	\$75,000	\$75,000
4	Entire Site Electrical Utilities: Protect in place utility, site security.	LS	1	\$	\$
5	Site Lighting: Retrofit of Existing	LS	1	\$	\$
TEEN CENTER					
6	Superstructure: Roof mechanical equipment pad, parapet extension, CMU wall openings, and misc. metals, connections, blocking, dowels etc.	LS	1	\$	\$
7	Exterior Enclosure: New plaster to ex CMU, prime and paint exterior walls, new storefront, with tempered glazing, new windows, double doors in storefront, class coiling doors, single aluminum and glass door, specialty hardware, refinish and repaint ex canopy.	LS	1	\$	\$
8	Roofing: New spray polyurethane foam finish, canopy including accessories, repaint ex downspout.	LS	1	\$	\$
9	Interior Construction: Interior partitions, interior glazing, interior doors, frames and hardware, millwork, specialties, fire extinguisher cabinets, ceiling track for curtain, misc. specialties.	LS	1	\$	\$

10	Interior Finishes: Floor finishes, wall finishes, ceiling finishes, clean and painted existing beams, soffits and bulkheads.	LS	1	\$	\$
11	Plumbing: Plumbing demo, fixtures, sanitary waste, vent and service pipework, plumbing equipment, storm drainage, misc. plumbing requirements.	LS	1	\$	\$
12	HVAC: HVAC demo, HVAC equipment, air distribution, diffusers, registers and grilles, testing and balancing, temperature controls, misc. HVAC requirements.	LS	1	\$	\$
13	Fire Protection	LS	1	\$	\$
14	Electrical: Trade demolition, service distribution, machine and equipment power, user convenience power, lighting and lighting controls, telecom, security, fire alarm, audio visual rough in, misc. electrical requirements.	LS	1	\$	\$
15	Equipment Furnishing: Provide furnishing, installation, integration, and commissioning of a complete interior Audio-Visual (AV) system, including projection screen (approximately 159-inch diagonal, 16:9 format, Da-Lite or approved equal), ceiling-mounted projector (performance-based, integrator-selected per TA drawings), projector mounting hardware and supports, distributed speakers as indicated, AV rack equipment and electronics, control interface, signal and control cabling, terminations, labeling, system programming, testing, commissioning, and owner orientation. Item also includes furnishing and installation of manual roller shades for four (4) interior windows, sized per the Window Schedule. All work shall be in accordance with Sheets T0.00 through TA9.01 and A6.10.	LS	1	\$	\$
16	Selective Building Demolition: Exterior demolition - cement extrusions, partial demolition for new windows and rolling doors, ex windows, storefront, and metal screens, exterior doors. Interior demolition –carpet at stage area, interior doors, millwork, partitions, portion of wall, stage and ramp, steps, toilet partitions and accessories and floor wall and ceiling finishes.	LS	1	\$	\$

TEEN PLAZA					
17	Site Preparation: Site demolition (exclusive of skatepark), asphalt, concrete pavement, ramp curb and gutter, site wall, planter, landscape, fence, double gate, stone bench, and misc. site demo. Site prep - Clearing and grubbing, fine and rough grading, scarify and recompact soil, over excavate and recompact soil. Site protection.	LS	1	\$	\$
18	Site Improvements: Paving, ramp, steps, asphalt, concrete curb, concrete seatwalls, retaining walls, monument sign, and footings for walls and signs, fence post foundation, sport court surfacing and markings, handrails, multi-purpose court markings, ADA parking, speed dowels, score and expansion joints.	LS	1	\$	\$
19	Sports Equipment: Basketball posts and hoops, volleyball post sleeve.	LS	1	\$	\$
20	Fences and Gates: 48" high perimeter fence, 8' high fence, 10' high fence, 3' pedestrian gate, sliding gate.	LS	1	\$	\$
21	Landscape: Mulch, cobble, shrubs, irrigation.	LS	1	\$	\$
22	Miscellaneous: Striping, wheel stop, site signage, bike racks, steel edge for concrete seatwalls, trash and recycle receptacle, site patching.	LS	1	\$	\$
23	Site Mechanical Utilities: Site utility demo - Remove vault and pump equipment, curb drain. Site drainage – Drain basins, piping, connectors, catch basins, miscellaneous site mechanical requirements, supervision, documentation, and updates.	LS	1	\$	\$
24	Underground Infiltration System: Retention surface area and 50' long retention chamber in accordance to Sheet. C5.01	LS	1	\$	\$
SKATEPARK (Sheets SK1.0 through SK9.3					
25	Earthwork and Site Preparation: Existing skatepark demolition – Fully removed all slabs, surfacing, skatepark amenities and associated foundations and footings and features, over excavation and recompacting. Subgrade prep.	LS	1	\$	\$
26	Drainage: Provide area drains, associated piping, fittings, connectors, and miscellaneous	LS	1	\$	\$

	subsurface drainage components required to serve the skatepark improvements, in accordance with the limits of work shown on Sheet SK2.0 and the drainage plan on Sheet SK6.0.				
27	Skatepark Construction: Inclusive of all labor, materials, and equipment required for skatepark construction, including cast-in-place concrete, shotcrete, precast concrete elements, specialty steel features and coping, pool coping, grind rails, edge protection, geofoam (as required), and all coordination associated with site constraints and skate performance.	LS	1	\$	\$
28	Concrete Color and Pool Coping: Colored cast-in-place concrete elements/terrain, and brick-stamped colored cast-in-place concrete flatwork, standard paint (Smokestack red & white) smokestack skatepark feature and pool coping.	LS	1	\$	\$
29	Water Tower Feature: Natural gray colored concrete to "Water Tower Blue" standard paint and Standard black paint to City name lettering in accordance to Sheet SK4.0/SK9.3	LS	1	\$	\$

TOTAL BID (#1 thru #29) = \$ _____

TOTAL BID WRITTEN IN WORDS:

NOTE:

- 1) **THE AWARD TO THE APPARENT LOWEST BIDDER IS BASED ON THE TOTAL OF BASE BID ITEMS ONLY. ALTERNATIVE BID ITEMS SHALL NOT BE CONSIDERED AS PART OF THE LOWEST BID.**
- 2) **THE AWARDED BIDDER SHALL BE REQUIRED TO SUBMIT A DETAILED SCHEDULE OF VALUES FOR ALL BID ITEMS AT THE TIME OF THE PRE-CONSTRUCTION MEETING. SUBMISSION OF THE SCHEDULE OF VALUES IS NOT REQUIRED AS PART OF THE BID PROPOSAL.**

All work shall be per these specifications and attachments. Prevailing wage rates apply. The City of El Segundo reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of **ninety (90) calendar days**.

ALTERNATIVE BID ITEMS

**RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK
RENOVATION PROJECT
PROJECT NO.: PW 25-13**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ALTERNATIVE BID ITEMS					
A	Site Lighting: Add alternate to remove existing site lighting, poles and fixtures, and install new (included in the base bid) to colored concrete using white cement with blue tint.	LS	1	\$	\$
B	Skatepark-Water Tower Add alternate to modify the Water Tower feature from natural gray concrete (included in the base bid) to colored concrete using white cement with blue tint. The add alternate shall represent a net adjustment, including a credit for the gray concrete and an addition for the colored concrete in accordance to Sheet SK9.3B	LS	1	\$	\$

BIDDER'S INFORMATION

Company Name: _____

BIDDER certifies that the following information is true and correct:

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Business _____

Street Address _____

Telephone No. _____ Email Address _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Contractor's Department of Industrial Relations (DIR) Information:

Registration No. _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S INFORMATION (CONTINUED)

Company Name: _____

Bidder shall list the name of the person who attended the mandatory pre-bid job walk:

Name: _____

Title: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this _____ day of _____, 20__.

BIDDER NAME AND CONTACT INFORMATION

Bidder Signature: _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

1. **BIDDER'S** Contractor's License Number is: _____

Class No.: _____

2. The expiration date of **BIDDER'S** Contractor License is: _____

3. **BIDDER** acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20____, at

_____ (insert City and State where Declaration signed).

Signature

Typed Name

Title

Company Name

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(pursuant to Cal. Pub. Contract Code § 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 that all statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[City], _____[state]."

Dated this _____ day of _____, 20____.

Name

Title

Signature

WORKER'S COMPENSATION CERTIFICATION

**Section 1861 OF THE LABOR CODE
(Workers' Compensation)**

Pursuant to Section 1861 of the Labor Code, the **BIDDER**, in submitting his/her **PROPOSAL**, shall sign the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Signature of Bidder: _____

Title: _____

Business Name: _____

Business Address: _____

Telephone Number: (____) _____

Dated this _____ day of _____, 20____.

REFERENCES

Company Name: _____

The following are the names, addresses, and telephone numbers for public agencies for which **BIDDER** has performed similar work as the prime contractor or major subcontractor within the past five (5) years. Required to provide five (5) references:

1. Project Owner: _____

Project title: _____
Type of work: _____
Contact name: _____
Telephone: _____
Email address: _____
Contract amount: \$ _____
Date completed: _____

Did your firm have any financial interest in Project? _____

2. Project Owner: _____

Project title: _____
Type of work: _____
Contact name: _____
Telephone: _____
Email address: _____
Contract amount: \$ _____
Date completed: _____

Did your firm have any financial interest in Project? _____

3. Project Owner: _____

Project title: _____
Type of work: _____
Contact name: _____
Telephone: _____
Email address: _____
Contract amount: \$ _____
Date completed: _____

Did your firm have any financial interest in Project? _____

4. Project Owner: _____

Project title: _____

Type of work: _____

Contact name: _____

Telephone: _____

Email address: _____

Contract amount: \$ _____

Date completed: _____

Did your firm have any financial interest in Project? _____

5. Project Owner: _____

Project title: _____

Type of work: _____

Contact name: _____

Telephone: _____

Email address: _____

Contract amount: \$ _____

Date completed: _____

Did your firm have any financial interest in Project? _____

PRIOR SPECIALTY SKATEPARK CONSTRUCTION EXPERIENCE

The specialty skatepark contractor is required to have constructed 2 (two) concrete skateparks of a minimum of 15,000 square feet for a public entity within the United States within the last 5 (five) years. Projects must have been open and continuously in operating condition for at least 1 (one) year.

1. Contractor Name: _____

Contractor Scope: _____

Project Owner name: _____

Owner Contact Info: _____

Square Footage: _____

Contract amount: \$ _____

Date completed: _____

2. Contractor Name:

Contractor Scope: _____
Project Owner name: _____
Owner Contact Info: _____
Square Footage: _____
Contract amount: \$ _____
Date completed: _____

Bidder may attach additional reference pages if necessary.

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom **BIDDER** intends to procure insurance bonds:

**BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

**RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK
RENOVATION PROJECT
PROJECT NO.: PW 25-13**

Company Name: _____

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes No

2. If yes, explain the circumstances:

3. Are you registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject your bid as nonresponsive]?

Yes No

Bidder's Signature

Name (Please Print)

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]
RECREATION PARK TEEN CENTER, PLAZA, AND SKATEPARK
RENOVATION PROJECT
PROJECT NO.: PW 25-13

Company Name: _____

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory requirement

**The city has the option to increase the limits as required for more complex and major waterworks, sanitation, and road pavement projects.*

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 04 13. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City. Insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

Automobile coverage must be written on ISO Form CA 00 01, covering Code 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The City requires California Worker's Compensation Coverage with the associated Waiver. Out-of-state coverage will not be accepted in lieu of the California coverage, because the work is being performed in the State of California.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder's Signature

END PROPOSAL SECTION