



# **CITY OF DESERT HOT SPRINGS STATE OF CALIFORNIA**

**NOTICE INVITING SEALED BIDS, SPECIAL INSTRUCTIONS TO  
BIDDERS, BIDDER'S PROPOSAL, SPECIAL PROVISIONS, AND  
SAMPLE AGREEMENT FOR**

**CITY PROJECT NO. 2021-19**

**CITY OF DESERT HOT SPRINGS  
POLICE DEPARTMENT DISPATCH CENTER  
TENANT IMPROVEMENTS**

Approved by NICHOLAS HAECKER, Public Works Director  
October 12, 2021

**CITY OF DESERT HOT SPRINGS**  
**POLICE DEPARTMENT DISPATCH CENTER**  
**TENANT IMPROVEMENTS PROJECT**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE(S)</b>
Table of contents	2
Notice Inviting Sealed Bids	4
Instructions to Bidders	9
Subcontractor List	20
Safety Record	22
Bid Bond	24
Certifications	30
References	33
Sample Agreement	C-1
Sample Exhibit A – Scope of Services	CE-1
Sample Exhibit B – Payment Bond	CE-2
Sample Exhibit C – Performance Bond	CE-4
Supplemental General Conditions	GC1-106

The following Contract Documents are separate:

1. Plans/Specifications
2. Sample Agreement
3. General Conditions



Upon request, the information above can be provided in alternate formats or other accommodations can be made for people with disabilities. To request accommodations, or for more information on the Americans with Disabilities Act (ADA), please contact the City of Desert Hot Springs at (760) 329-6411, Mondays through Thursdays, from 7:00 a.m. to 5:30 p.m.

Title: 07-02-10

**CITY OF DESERT HOT SPRINGS**  
**NOTICE INVITING SEALED BID PROPOSALS**

For

**CITY PROJECT NO. 2021-19**

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT  
DISPATCH CENTER TENANT IMPROVEMENTS PROJECT**

**RECEIPT OF BID PROPOSALS:** Sealed bids will be received by the City of Desert Hot Springs Department of Public Works, for furnishing of all labor, material, tools, and equipment necessary for the construction of the Police Department Dispatch Center as described in the specifications under **City Project No. 2021-19, Police Department Dispatch Center Tenant Improvements** in the City of Desert Hot Springs.

The Sealed Bids must be submitted on the Proposal Form at the Office of City Clerk, located at 11999 Palm Drive, Desert Hot Springs, CA 92240, before **2:00 p.m. on Tuesday, November 18, 2021.**

**The cover should state: “Public Works Bid: Police Department Dispatch Center Tenant Improvements City Project No. 2021-19”** and shall appear on the envelope of each sealed bid proposal and each sealed bid proposal envelope shall be hand delivered to the City Clerk, City Hall, 11999 Palm Drive, Desert Hot Springs, CA 92240. No other information shall be on the sealed envelope.

**The bids will then be publicly opened and read at the City of Desert Hot Springs City Hall, located at 11999 Palm Drive, Desert Hot Springs, CA 92240 at 2:30 p.m. on Tuesday, November 18, 2021.**

Each submitted bid proposal must be accompanied by a certified or cashier’s check, or a surety bond, payable to the City of Desert Hot Springs in the amount equivalent to at least 10% of the total aggregate bid price of such bid proposal, as a guaranty that the bidder, if its bid proposal be accepted, will enter into and execute the awarded contract, and furnish the required bonds in connection therewith, in accordance with the terms of the aforementioned Specifications.

No bid proposal will be accepted from a CONTRACTOR who has not been licensed in accordance with the provisions of the Business and Professions Code.

The bids must be submitted on the proposal forms included in the bidder's package of the contract documents.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

Bidder must agree to commence work on or before the date of the written “**Notice to Proceed**” (NTP) of the Agency and fully complete the project on or before May 27, 2022. Failure to complete the work by the above date shall be subject to liquidated damages of One Thousand Dollars (\$1,000.00) for each calendar day thereafter as provided in the Contract Specifications.

**OBTAINING CONTRACT DOCUMENTS:**

Plans, Specifications, and Bid Package for the **Police Department Dispatch Center Tenant Improvements** are available online at: [www.planitprintworks.com](http://www.planitprintworks.com). For orders by phone, contact: Planit Print Works at (760) 345-2500. Additional information regarding the purchase of contract Plans and Specifications may be obtained by telephoning (760) 329- 6411 ext. 223. Additional information regarding the purchase of contract Plans and Specifications may be obtained by telephoning (760) 329-6411 ext. 223.

**ADDITIONAL BID INFORMATION AND REQUIREMENTS:**

**Prebid questions will only be accepted from November 1, 2021, to November 4, 2021 (midnight).** Pre-Bid questions only from General Contractors will be answered. Subcontractor questions will not be answered. All Pre-Bid questions regarding Plans and Specifications shall be submitted to Mr. Nicholas Haecker via email only at [NHaecker@cityofdhs.org](mailto:NHaecker@cityofdhs.org) and shall include “Prebid Questions for Police Department Dispatch Center Tenant Improvements, Project No. 2021-19” in the “Subject Line.”

**The Prospective Bidders who will submit Bid Proposals are advised a “Mandatory Pre-Bid Site-walk” for this project will be held at 10 a.m. on Tuesday, October 26, 2021, and 10 a.m. Thursday, October 28, 2021, at the City of Desert Hot Springs Police Department, located at 65950 Pierson Boulevard, Desert Hot Springs, CA, 92240. Attendance at one of these meetings is mandatory for award of the contract.**

The successful contractor is advised that a mandatory “Pre-Construction Conference” for this project will be conducted following the execution of the contract documents and prior to the issuance of the “Notice to Proceed”. The contractor and appropriate subcontractor shall be in attendance.

The successful contractor and his subcontractors will be required to possess business licenses from the City of Desert Hot Springs.

The contract, if awarded, will be awarded to a responsible contractor with the lowest responsive bid; however, the City of Desert Hot Springs reserves the right to reject any and all bid proposals. The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding 12 months or was unfaithful in any former contract with the City. **No Bidder** may withdraw his/her Bid Proposal for period of sixty (60) days after the date of the bid proposal opening.

A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It

is in the City's policy to conduct business only with responsible contractors. The successful bidder will be required to fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance throughout the duration of the contract. Failure to comply may be cause for termination of the contract or initiation of debarment proceedings.

All persons performing the work shall be paid not less than the General Prevailing Wage Determination prepared by the Director of Industrial Relations pursuant to the State Labor Code. Copies of these wage rates are available at the Department of Public Works.

California Labor Code section 1770 et seq. and Education Code section 17424 require that contractors on public works projects pay their workers based on the prevailing wage rates, which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research. Labor Code sections 1720 through 1861 detail the prevailing wage system, explaining who the law protects, what contractors must do to comply with the law, what constitutes the prevailing wage, how it is determined, and how the prevailing wage requirements are enforced. In establishing this Labor Compliance Program, the District adheres to the statutory requirements as defined in Labor Code section 1771.5(b). Further, it is the intent of the City to actively enforce this Labor Compliance Program wherein the City construction sites are monitored for the payment of prevailing wage rates and, wherein those contractors having workers on City sites routinely submit Certified Payroll Records demonstrating their compliance with the payment of prevailing wage rates.

The successful bidder must provide full disclosure of False Claims Act violations, labor law/payroll violations, debarments, and civil/criminal legal actions as provided in the Instructions to Bidders. Failure to complete these forms may result in a determination that the bidder is nonresponsive and/or not responsible.

The successful bidder, hereinafter called "the Contractor" to whom this contract is awarded will be required, before execution of the contract by the City of Desert Hot Springs, hereinafter "the Agency," to file with said Agency surety bonds as follows:

- A "Faithful Performance Bond" amounting to 100% of the total contract price is required for all contracts.
- A "Payment Bond" (labor and material) amounting to 100% of the total contract price is required for all contracts.
- A "Certificate of Liability Insurance," naming the City of Desert Hot Springs (see "Insurance and Bonds" paragraphs within the Special Instructions to Bidders section).
- A Certificate of Worker's Compensation Insurance.

- A Certificate of Commercial Vehicle Liability Insurance (see “Insurance and Bonds” paragraphs within the Special Instructions to Bidders section).

Surety bonds shall be subject to the condition that the surety thereon be approved by the Agency Attorney and Agency Council. Bonding forms are included in this document.

As provided for in Section 4590 of the California Government Code and in Section 22300 of the State Public Contract Code, the contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract or enter into an escrow agreement for payment of such monies to an escrow agent.

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 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 City supports and encourages equal opportunity contracting.

**PROPOSED CONSTRUCTION SCHEDULE:** The following schedule is to be required for the proposed project. The schedule may be extended by the City due to circumstances unforeseen at the time of advertisement.

October 12, 2021	Project Advertised
October 26, 2021, 10:00 AM	Mandatory “Pre-Bid Site-Walk”
October 28, 2021, 10:00 AM	Mandatory “Pre-Bid Site-Walk”
November 1, 2021	First day for contractor to submit questions
November 4, 2021	Last day for Contractor to submit questions
<b>November 18, 2021, 2:00 PM</b>	<b>Sealed Bids Due at City Clerk’s Office</b>
<u>November 18, 2021, 2:30 PM</u>	<u>Bid Opening at City of Desert Hot Springs City Hall</u>
December 8, 2021	Anticipated award of construction contract
January 3, 2022	Contracts fully executed
January 6, 2022	Pre-construction meeting / NTP issued
January 17, 2022	Construction begins
May 27, 2022	Construction completed

JERRYL SORIANO, CMC, CITY CLERK  
City of Desert Hot Springs  
11999 Palm Drive  
Desert Hot Springs, California 92240

(760) 329-6411

PUB: October 12, 2021



**INSTRUCTIONS TO BIDDERS**

To be used in conjunction with the  
**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**

And to be made a part of:

**CITY PROJECT NO. 2021-19**

**CITY OF DESERT HOT SPRINGS  
POLICE DEPARTMENT DISPATCH CENTER  
TENANT IMPROVEMENTS**

**In the City of Desert Hot Springs**



**Specifications Prepared By: City of Desert Hot Springs  
Public Works Director, Nicholas Haecker**

**Plans Prepared By:  
STK, INC.**

## **SPECIAL INSTRUCTIONS TO BIDDERS**

### **BID PROPOSAL REQUIREMENTS AND CONDITIONS:**

**GENERAL:** Bid Proposals shall be submitted to the City of Desert Hot Springs, hereinafter, "the AGENCY," or "the City" on forms prepared and furnished for the purpose, which may be obtained at the office of the Agency. When presented they must be completely made out in the manner and form indicated therein, showing the proposed prices clearly and legible, and must be properly signed by the bidder. Bid Proposals presented otherwise may not be considered.

Each bid proposal so submitted, together with the required bid proposal guaranty hereinafter prescribed, shall be presented under sealed cover; and must be filed prior to the time, and at the place, designated in the Notice Inviting Sealed Bid Proposals. A bid proposal so presented, however, may be withdrawn by the bidder, provided the request therefore is made in writing, is signed by the bidder or his authorized representative, and is filed prior to the time fixed for the opening of bids. The withdrawal of a bid proposal does not prejudice the right of the bidder to file a new bid proposal.

All bid proposals submitted, as aforementioned prescribed will be publicly opened and read at the time and place indicated in the Notice Inviting Sealed Bid Proposals.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid proposal dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

**BID PROPOSAL GUARANTY:** Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the Agency, in an amount equivalent to at least ten percent (10%) of the total aggregate bid price of such bid proposal, or in such additional amount as may be otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will enter into and execute the awarded contract: and no bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. However, the use of a surety bond in this connection shall be subject to the condition that the surety thereon be approved by the Agency's Director of Finance and Legal Counsel.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check, or bond submitted with his bid proposal shall be forfeited to, and become the property of the Agency; whereupon the Agency shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

**DISQUALIFICATION OF BIDDERS:** More than one bid proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names, will not be accepted; and reasonable grounds for believing that any bidder is

interested in more than one bid proposal for the work will be cause for rejecting all bid proposals in which such bidder is interested. Apparent collusion among bidders will likewise be sufficient cause for rejecting any or all bid proposals and the participants in such collusion may be barred from future bidding.

Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the Agency, be rejected.

**COMPETENCY OF BIDDERS:** Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal; and when requested shall furnish such statements relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City Engineer in determining such competence and capability.

**CONTRACTOR'S LICENSE:** Each bidder shall be licensed as a Contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code at the time of submitting his bid proposal.

**SIGNATURE:** The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder. The signature in the Bid Proposal shall clearly show the bidder's name, address, telephone number, valid State of California Contractors License number, and proper license class to perform the work under the contract.

**MODIFICATIONS:** Changes in or additions to the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the Agency's rejection of the bid proposal. No oral or telephonic modification of any bid proposal submitted will be considered. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid proposal.

**DISCREPANCIES IN BID PROPOSALS:** If the written amount of the bid does not match the numeric number, the bid may be rejected. The City or the Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any irregularity or informality in any bid proposals to the extent permitted by law.

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents therefore. By submitting a bid, the Contractor warrants that the bidder has investigated the site and accepts the site in the condition stated, and has familiarized the requirements of the contract, specifications, and drawings. The Contractor further agrees that if he is awarded the contract, he will make no claim

against the City of Desert Hot Springs based on ignorance or misunderstanding of the contract provisions.

**WITHDRAWAL OF BID PROPOSALS:** Any bidder may withdraw his bid proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing date and time for receipt of bid proposals.

**INSURANCE AND BONDS:** The Contractor shall not commence work under this contract until he has secured all insurance and bonds required under this section nor shall he allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the AGENCY in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the AGENCY prior to the commencement of work.

The Contractor shall maintain adequate Worker's Compensation Insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may come within the protection of such Worker's Compensation Insurance laws. The Contractor shall maintain public liability insurance to protect said Contractor and the AGENCY against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the AGENCY against loss from liability imposed by law, for damage to any property, damage insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract, in the amount of not less than \$2,000,000 for one person injured in the accident and in the amount of not less than \$2,000,000 for more than one person injured in one accident and in the amount of not less than \$2,000,000 with respect to any property damage aforesaid.

The Contractor shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal.

**INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating submitting a bid proposal for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the Agency a written request for an interpretation or correction thereof. All interpretations or corrections of the contract documents will be made by Addendum only.

**BID PROPOSAL FORM INSTRUCTIONS:** Bid proposals are required for the entire work. The amount of the bid proposal for comparison purposes will be the total of all items including all required taxes. The bidder shall set forth for each item of work, in clearly legible figures.

**BID PROTEST PROCEDURES:** Any protest of the proposed award of the project to a Contractor must be submitted in writing to the City no later than 5:00 p.m. on the third (3<sup>rd</sup>) business day following the date of the bid opening with a copy to the awardee. . No protests will be considered unless the protest is filed by a Contractor who submitted a bid on the project. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

#### **AWARD AND EXECUTION OF CONTRACT:**

**COMPARISON OF BID PROPOSALS AND AWARD OF CONTRACT:** The results of the bids shall be made public after the Agency and the Architect have analyzed all bids and determined the awarding Contractor.

The award of the contract, if it should be awarded, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made the right will be reserved to reject any or all bid proposals, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsive of the bidder to whom it is proposed to make such award.

**EXECUTION OF CONTRACT:** The agreement shall be signed by the awardees and returned to the Agency together with the contract bonds, and other contract documents as required in the Special Provisions, within ten (10) days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the Agency until the contract is fully executed. Failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the Agency and the forfeiture of his bid proposal guaranty.

**LISTING SUBCONTRACTORS:** Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents within ten(10) days of the award of contract.

**WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the Agency the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require 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."

**BID DEPOSIT RETURN:** Deposits of three or more low bidders on each alternate, the number being at the discretion of the Agency, will be held for sixty days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

**"OR EQUAL":** Pursuant to Division 5, Chapter 4, Article 4 (commencing at #4380) Government Code, all specifications shall be deemed to include the words "or equal," provided however that permissible exceptions hereto shall be specifically noted in the specifications. The Architect shall be the sole judge of or equal products.

**EMPLOYMENT OF APPRENTICES:** The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777-5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5a. 3, Title 29 of the Code of Federal Regulations (29CFR).

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the AGENCY, a bidder whose bid proposal is under consideration for the award of the contract shall submit promptly to the AGENCY satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.

**PERMITS, FEES, AND LICENSES:** The Contractor shall possess valid business licenses for the City of Desert Hot Springs prior to the issuance of the first payment made under this contract. The Contractor must also secure a “No Fee” permit from the Engineering Department of the City of Desert Hot Springs. Please note that the “No Fee” permit is for the basic Building Permit only. It does not extend to the trade permits required for some of the subcontractors.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:** Bidder must agree to commence work on or before the date of the written “Notice to Proceed” of the AGENCY and to fully complete the project per schedule set forth in the Notice Inviting Bids. Bidder must agree also to pay as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each working day thereafter as provided in these specifications. Construction time shall be mutually agreed by both parties to the contract.

**NO REFUND FOR DRAWINGS AND SPECIFICATIONS:** Purchasers are advised that upon payment of the appropriate purchase price, the set of contract drawings and specifications become the property of the purchaser and are not to be returned to the City of Desert Hot Springs.

The City Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any irregularity or informality in any bid proposal to the extent permitted by law.

The Contractor will not be allowed any claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the City of Desert Hot Springs.

**ALTERING BID PROPOSALS:** The wording of the bid proposals shall not be changed. Any additions, conditions, limitations, or provisions inserted by the bidder will render the bid proposal irregular and may cause its rejection.

- Erasures or interlineations in the bid proposal must be explained or noted over the signature of the bidder.

**ACCEPTANCE OR REJECTION OF BID PROPOSALS:** The City Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any informality or defects in bid proposals received as the best interests of the City of Desert Hot Springs.

- Bid Proposals in which the bid prices are obviously unbalanced may be rejected.
- Bid proposals in which a bid item is left totally blank will be considered as being non-responsive and automatically rejected.

**ADDENDA TO CONTRACT DOCUMENTS:** The Engineer may, from time to time, issue addenda to the contract documents during the period of advertising for bid proposals, for the purpose of clarifying or correcting special provisions, plans or bid proposal. Addenda issued, are hereby made a part of the contract documents.

Purchasers of contract documents will be furnished with copies of such addenda by email during the period of advertising. The addenda will be sent to the email address of the purchaser of the contract documents left with Planit Reprographics at the time the purchase was made.

The City Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any irregularity or informality in any bid proposal to the extent permitted by law.



**BIDDER'S PROPOSAL**

FOR THE

**CITY OF DESERT HOT SPRINGS  
POLICE DEPARTMENT DISPATCH CENTER  
TENANT IMPROVEMENTS**

IN THE CITY OF DESERT HOT SPRINGS, CALIFORNIA

Date \_\_\_\_\_ 20\_\_\_\_\_

To the City Council of the  
City of Desert Hot Springs:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

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(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That they have carefully examined the location of the proposed work and have familiarized themselves with all of the physical and climatic conditions, and makes this bid proposal solely upon their own knowledge.

(d) That by submitting this Bidder's Proposal, they acknowledge receipt and knowledge of the contents of those communications sent by the City of Desert Hot Springs to him/her at the address furnished by him/her to the City of Desert Hot Springs when this bid proposal form was obtained.

**BIDDER'S PROPOSAL**

(e) That they have carefully examined the specifications, the drawings attached hereto, and addendum(s) and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted they will enter into a written contract for the performance of the proposed work with the City of Desert Hot Springs.

(g) That they propose to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City of Desert Hot Springs in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail, within to enter into the contract and furnish acceptable surety bonds within ten days after award of contract, the proceeds of said cash, check, or bidder's bond, shall become the property of the City of Desert Hot Springs. If the contract is entered or if the bid is not accepted then said check or cash shall be returned to the undersigned.

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone No. of Bidder

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Bidder

**BID FORM**

**CITY OF DESERT HOT SPRINGS**

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

Bidder: \_\_\_\_\_

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

**POLICE DEPARTMENT DISPATCH CENTER  
TENANT IMPROVEMENTS**

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents including, without limitation, the terms of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- all other work, services, and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of City,

for the total Base Bid price of (state in figures) \$ \_\_\_\_\_  
(state in words) \_\_\_\_\_ dollars and \_\_\_\_\_ cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

**SUBCONTRACTOR LIST**

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Name Under Which Sub-Contractor is Licensed	License Number	Address of Office Mill or Shop	Specific Description of Sub-Contract Work and Portion of the Work

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews (alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)  
 (NOTE: if more subcontractors are used, attach another page.)

\_\_\_\_\_ Dated

\_\_\_\_\_ Bidder

\_\_\_\_\_ Signature

\_\_\_\_\_ Signature

**SUBCONTRACTOR LIST (Additional Sheet)**

Name Under Which Sub-Contractor is Licensed	License Number	Address of Office Mill or Shop	Specific Description of Sub-Contract Work and Portion of the Work

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews (alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bid Date \_\_\_\_\_  
(Page 1 of 2)

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last four (4) calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation, or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

### Calendar Years Prior to Current Year

2015 2016 2017 2018 2019 2020 TOTAL CURRENT YEAR

1. No. of contracts

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2. Total dollar amount of  
contracts (in thousands of \$)

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3. No. of fatalities

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4. No. of lost work day cases

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5. No. of lost work day cases  
Involving permanent transfer  
to another job or termination  
of employment

---

6.\* No. of lost workdays

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\* The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSEA No. 102

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bid Date \_\_\_\_\_  
(Page 2 of 2)

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

\_\_\_\_\_  
Name of Bidder (print) Signature

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City Zip Code Telephone No.

\_\_\_\_\_  
State Contractors' License No. & Classification

**BIDDER'S BOND**

Know all men by these presents, that we, \_\_\_\_\_  
\_\_\_\_\_ as principal, and

\_\_\_\_\_ as surety, are held and firmly bound unto the City of Desert Hot Springs, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_

The condition of this obligation is such, that whereas the principal has submitted the above mentioned bid to the City of Desert Hot Springs for certain construction specifically described as follows, for which bids are to be opened at Desert Hot Springs City Hall on November 18, 2021 for:

**City of Desert Hot Springs Police Department Dispatch Center Tenant Improvements Project**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City of Desert Hot Springs, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.



**BIDDER'S BOND**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(seal)

\_\_\_\_\_(seal)

\_\_\_\_\_(seal)

\_\_\_\_\_(seal)

PRINCIPAL

\_\_\_\_\_(seal)

\_\_\_\_\_(seal)

SURETY

\_\_\_\_\_(seal)

ADDRESS

**NOTE: Signatures of those executing for the surety must be properly acknowledged.**

**AFFIDAVIT FOR CORPORATION BIDDER**

STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF \_\_\_\_\_        )

\_\_\_\_\_, being first duly sworn, deposes and says:

That they are \_\_\_\_\_ of

\_\_\_\_\_

a corporation which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

\_\_\_\_\_  
Signature

Subscribed and sworn (affirmed)  
to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Officer Administering Oath  
(NOTARY PUBLIC)

**AFFIDAVIT FOR CO-PARTNERSHIP FIRM**

STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF \_\_\_\_\_        )

\_\_\_\_\_, being first duly sworn, deposes and says:

That they are a member of the co-partnership firm designated as:

\_\_\_\_\_

which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

That they have been and are duly vested with authority to make and sign instruments for the co-partnership by:

\_\_\_\_\_  
\_\_\_\_\_

who constitute the other members of the co-partnership.

\_\_\_\_\_  
Signature

Subscribed and sworn (affirmed)  
to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Officer Administering Oath  
(NOTARY PUBLIC)

**AFFIDAVIT FOR INDIVIDUAL BIDDER**

STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF \_\_\_\_\_        )

\_\_\_\_\_, being first duly sworn, deposes and says:

That they are the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

\_\_\_\_\_  
Signature

Subscribed and sworn (affirmed)  
to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Officer Administering Oath  
(NOTARY PUBLIC)

**AFFIDAVIT FOR JOINT VENTURE**

STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says:

That they are \_\_\_\_\_ of,

\_\_\_\_\_

one of the parties submitting the foregoing bid proposal as a joint venture and that they have been and are duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid proposal who are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_;

that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for themselves or for any other person.

\_\_\_\_\_  
Signature

Subscribed and sworn  
to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Officer Administering Oath  
(NOTARY PUBLIC)

**CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of Desert Hot Springs, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding non-discrimination in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM \_\_\_\_\_

TITLE OF OFFICER SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

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**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that they have \_\_, have not \_\_, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that they have \_\_, have not \_\_, filed with the Joint Reporting Committee, the Director of the office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(COMPANY)

BY: \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

DATE: \_\_\_\_\_, 20\_\_.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**NON-COLLUSION AFFIDAVIT**

The undersigned in submitting a bid proposal for performing the following work by contract, being duly sworn, deposes and says:

That they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

The furnishing of all labor, material, tools, and equipment necessary for the construction of a new precast reinforced concrete underground electrical vault; installation of underground electrical and communication utility conduits; and the performance of other appurtenant works as more particularly described in the specifications under City Project No. 2021-19, City of Desert Hot Springs Police Department Dispatch Center Tenant Improvements items to complete the project shall be performed in accordance with the plans, specifications, and other provisions of the contract. All the above improvements are to be constructed in a workmanlike manner, leaving the entire project in a neat and presentable condition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Business

Subscribed and sworn (affirmed) to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_

\_\_\_\_\_, State of California

My commission expires \_\_\_\_\_, 20\_\_



## REFERENCES

The following are the names, addresses, and telephone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two (2) years.

1. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_  
Name and Telephone Number of Person Familiar With Project

\_\_\_\_\_  
Contract Amount Type of Work Date Completed

2. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_  
Name and Telephone Number of Person Familiar With Project

\_\_\_\_\_  
Contract Amount Type of Work Date Completed

3. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_  
Name and Telephone Number of Person Familiar With Project

\_\_\_\_\_  
Contract Amount Type of Work Date Completed

**REFERENCES**

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

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**CITY OF DESERT HOT SPRINGS**

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