



CITY OF ORLAND

GLENN COUNTY, CALIFORNIA

CONTRACT DOCUMENTS

FOR

INFORMAL PUBLIC BID: LELY BALL FIELD LIGHTS

March, 2024

PREPARED BY:

CITY OF ORLAND

RECREATION DEPARTMENT

SET NO. ____



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NOTICE TO BIDDERS

1.00 NOTICE INVITING BIDS

Sealed bids will be received at City Hall, City of Orland, 815 Fourth Street, Orland, California, 95963 until 2:00 p.m., **April 25th, 2024**. At that time, all bids will be publicly opened, examined and declared for construction of:

LELY BALL FIELD LIGHTS

2.00 GENERAL WORK DESCRIPTION

The work to be done under this Contract consists of installing a sports lighting system at our Lely Park ball fields (975 E. South St. Orland, Ca 95963) to facilitate evening games and events. The project involves the installation of lighting fixtures, poles, wiring, and associated electrical components to ensure proper illumination across the playing area. Lighting fixtures and all equipment have been purchased and are currently on site for the project.

Equipment purchased from Wisconsin Lighting Labs and Well-Lit Company includes:

1 - WILL:

Part Number: WS-PKG

Description: WiLLsport LED Sports Lighting Package with Controls.

32 - WILL:

Part Number: WS-KBX-WS-KB6-630-57-MV-5N-BK-APYWHP15

Description: WiLLsport KBX LED Lighting System 630W Led Sports Lighters W/Glare Killers, Sport Optics & 5700K 70 CRI Premium Led Chips, 120-277V, Pre-Aimed Mount

6 - WILL:

Part Number: WS-LED-PDH

Description: WiLLsport LED Sports System, Pole top power distribution box

4 - WILL:

Part Number: VS-RTSA-60-0001-SP-AB-GV-VD-ACR4

Description: 60' Tall Round Tapered Steel, Anchor Base Sports Light Pole, Wiring Hand, Hole & Cover, Galvanized Finish, USA Engineered & Manufactured (Includes 1-1/4" Anchor Bolts) Vibration Dampener, Cross Arm Included

Work shall be completed within 90 CALENDAR DAYS from the issuance of the Notice To Proceed by the Owner.

The Contractor shall possess either a Class A license or a combination of Class C licenses which constitutes a majority of the work at the time this contract is awarded. The Contractor must be properly licensed as a contractor from contract award through contract acceptance.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor is to carefully examine the site of the proposed work, and is to make his or her own determination of the scope of the work to be performed, including but not limited to the soil

NOTICE TO BIDDERS

conditions and/or groundwater conditions to be encountered in performing the work, and he or she is to carefully examine these Contract Documents.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Bidders' inquiries may be presented to Joe Fenske by phone at (530) 433-3742, orlandrec@cityoforland.com or by U.S. Mail at City of Orland, c/o Joe Fenske, 815 4th Street, Orland, CA 95963.

3.00 BID SUBMITTAL REQUIREMENTS

Bids are required for the entire work described herein and no bid will be accepted unless it is made on forms furnished by the City of Orland. **To ensure consideration, the Bid must be enclosed in a sealed envelope, clearly marked BID which also bears the name of the project and the date and time set for opening of Bids.** Each Bid must be accompanied by cash, certified or cashier's check, or bidder's bond made payable to the City of Orland for an amount equal to ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the Contract is awarded fail to execute the Contract.

No Bid will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code.

Each sealed bid shall also include:

1. Installation Plan: Outline your approach to installing the lighting system, including timelines, milestones, and any potential challenges or considerations.
2. Cost: Complete the included Bid Item List. Unit or lump sum costs shall include full compensation for furnishing all contract administration, overhead, materials, labor, tools, equipment, and incidentals and for doing all the work necessary to complete the bid items. All costs for items of work, which are not specifically mentioned, are to be included in the bid item most closely associated with the work involved.
3. References: Include references from past projects of similar scale and scope, demonstrating your company's expertise and successful track record in sports lighting installations. The Contractor shall provide, as part of the Bid, a list with at least three (3) projects, of similar nature, that have been completed over the last five years. The Contractor shall provide:
 - a. Type of project;
 - b. Name of local agency;
 - c. Contact person of local agency;
 - d. Phone number of local agency;
 - e. Total project cost; and
 - f. Time taken to complete project.

4.00 PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code of the State of California, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the City of Orland address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

NOTICE TO BIDDERS

5.00 APPRENTICESHIP STANDARDS

In accordance with the provisions of Part 7, Chapter 1, Article 2, Section 1777.5 of the Labor Code of the State of California, the prime contractor shall be responsible for fully complying with the provisions of this Section, as well as any regulations adopted by the Director of Industrial Relations, for all apprenticeable crafts or trades, and shall also assure compliance by his or her sub-contractors with respect to such apprenticeable crafts or trades.

6.00 INSURANCE AND BONDS REQUIRED

The successful bidder to whom the Contract is awarded will be required to furnish appropriate insurance certificates as required by the Owner. He or she shall also furnish a Payment Bond in an amount equal to the total Contract amount and a Faithful Performance Bond in the amount equal to the total Contract amount, with a corporate surety approved by the City of Orland.

7.00 PAYMENT OF RETENTION AND SUBSTITUTION OF SECURITIES

Five percent (5%) will be withheld from each progress payment made to the Contractor for work performed and will be held until completion of the work, its acceptance and the expiration of the period provided by law for filing of liens by laborers or materialmen. In accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

8.00 BIDDER'S INFORMATION

No plans or specifications have been prepared for this project.

9.00 BID AWARD

Bids will be evaluated based on the following criteria:

1. Technical merit and suitability of the proposed lighting solution
2. Cost-effectiveness and value for money
3. Company experience and track record
4. Compliance with project timelines and requirements

The Contract, if awarded, will be awarded within 30 days after the opening of Bids, to the most qualified bidder as determined by the City of Orland. The City reserves the right, in its sole discretion, to reject any and all bids for any reason whatsoever, or to waive minor irregularities in any bid, and to accept any bid.

Joe Fenske
Recreation Director
City of Orland

Date: _____

Publish Date: March 19, 2024

NOTICE TO BIDDERS



INSTRUCTIONS TO BIDDERS

1.00 INTRODUCTION

Each Bid shall be in accordance with the Contract Documents prepared by the City of Orland. Contract Documents are available as specified in the Notice to Bidders.

2.00 DEFINITION OF TERMS

2.01 CONTRACT DOCUMENTS

The Contract Documents consist of the Notice to Bidders, Instructions to Bidders, Bidder's Signature, Contract, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Appendices, Plans, and any Addenda.

2.02 CONTRACT

The Contract is the written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work, agreements covering alterations, amendments or extensions to the Contract and includes Contract Change Orders.

2.03 OWNER, CONTRACTOR, AND ENGINEER

The Owner, the Contractor, and the Engineer are those mentioned as such in the Special Conditions. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.

2.04 BIDDER

Any individual, firm, partnership, or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.

2.05 BID

The offer of a Bidder for the work when made out and submitted on the prescribed Bid form, properly signed and guaranteed.

2.06 BID GUARANTEE

The cash, cashier's check, certified check or Bidder's Bond accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the Owner for the performance of the work if the Contract is awarded to him.

2.07 EFFECTIVE DATE OF THE CONTRACT

The date on which the governing body or an authorized representative of the Owner awards the Contract.

2.08 DATE OF EXECUTION OF THE CONTRACT

The date on which the Contract is signed by the Owner's authorized representative.

2.09 DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.

2.10 WORK

The terms "work" or "Work" means all the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Owner.

2.11 SPECIFICATIONS

The term "specifications" refers to the terms, provisions and requirements contained herein and referred to as General Conditions, Special Conditions and Technical Specifications. Where Standard Specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such Standard Specifications shall become a part of these Contract Documents.

INSTRUCTIONS TO BIDDERS

2.12 PLANS

The term "Plans" refers to the official Plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents regardless of the method of binding.

3.00 PREPARATION AND SUBMISSION OF BIDS

Bids must be submitted on the forms bound in the Contract Documents and must be "wet signed" by the Bidder or his authorized representative. Any corrections to the entries made on the Bid forms must be initialed by the person signing the Bid.

Bidders must bid on all items appearing on the Bid Item List, unless specific directions allow for partial bids. Failure to bid all items may disqualify the Bid. If bids on all items are not required, Bidders shall insert the words "No Bid" where appropriate. Alternate bids will not be considered unless specifically called for in the Bid.

Telegraphic Bids or facsimile Bids will not be considered. Modifications to Bids already submitted will be allowed if received in writing, by facsimile or by telegram prior to the time fixed in the Notice to Bidders for opening of Bids. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised Bid.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Contract Documents. Signing the Bid shall also constitute signature of the Noncollusion Affidavit.

To ensure consideration, the Bid should be enclosed in a sealed envelope, clearly marked **BID** which also bears the name of the project and the date and time set for opening Bids. The sealed envelope containing the Bid should be filed at the place and before the time set for opening of Bids. Bids received after the time indicated will be returned unopened.

4.00 WITHDRAWAL OF BIDS

Any bidder may withdraw his Bid, either personally or by facsimile, telegraphic or written request at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw his bid for a period of 30 days after the date set for opening. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw his bid subsequent to the bid opening.

5.00 BID GUARANTEE

Bids shall be accompanied by cash, certified check, cashier's check or "wet signed" Bidder's Bond made payable to the Owner. The bidder's bond shall conform to the bond form in these Contract Documents and shall be properly filled out and executed. The bidder's bond form included in these documents may be used. Facsimile copies of checks or executed Bidder's Bonds will not be accepted. The Bid Guarantee must be enclosed in the same envelope with the Bid. The amount of the Bid Guarantee shall not be less than 10 percent of the total amount of the Bid.

6.00 ADDENDA AND EXPLANATIONS TO BIDDERS

Any request for explanation or interpretation of the Contract Documents must be made in writing at least seven (7) days before the time set for opening of Bids. Any explanation or interpretation will be made in the form of Addenda to the Contract Documents and shall be furnished to all Bidders. Bidders shall submit signed copies of all Addenda with their Bids. Oral explanations and interpretations will not be binding.

7.00 DISCREPANCIES

In case of discrepancies between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

INSTRUCTIONS TO BIDDERS

8.00 ACCEPTANCE OR REJECTION OF BIDS

The Owner reserves the right to reject any or all Bids and to waive any informality in any Bid.

The award of Contract, if made, will be to the lowest responsible Bidder whose Bid complies with the requirements of the Contract Documents. The award, if made, will be made within 30 days after the opening of Bids. If the lowest responsible Bidder fails to sign and return the Contract with acceptable bonds and certificates of insurance, the Owner may award the Contract to the next lowest responsible Bidder.

9.00 CONTRACT BONDS

The successful Bidder shall furnish a Performance Bond in the amount of 100 percent of the total Contract amount and a Payment Bond in the amount of 100 percent of the total Contract amount.

10.00 EXECUTION OF CONTRACT

The effective date of the Contract shall be the date on which the governing body or an authorized representative of the Owner awards the Contract.

The Bidder whose Bid is accepted, and to whom the Contract is awarded, shall sign and return the Contract with acceptable bonds and certificates of insurance within 14 calendar days after receiving notice that the Contract has been awarded to him. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Guarantee.

Within seven (7) days after receiving the signed Contract with acceptable bonds, and evidence of satisfactory insurance, from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

11.00 RETURN OF BID GUARANTEES

Within 15 days after the award of the Contract, the Owner will return the Bid Guarantees, other than Bidder's Bonds, to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid Guarantees will be held until the Contract has been finally executed, after which all Bid Guarantees, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

INSTRUCTIONS TO BIDDERS



BID ITEM LIST

Lely Ball Field Lights

Item No.	Description	Approx. Quantity	Unit Price	Total Price
1.	Mobilization		\$	\$
2.	Demo		\$	\$
3.	Underground Electrical		\$	\$
4.	Concrete Piers		\$	\$
5.	Light Pole Installation		\$	\$
6.	Existing electrical panel modifications		\$	\$
7.	Testing and commissioning		\$	\$
8.				\$
9.	Added alternate			\$
10.	Replace existing electrical 277/480-volt electrical panel		\$	\$
11.				\$
12.				\$
TOTAL BID AMOUNT				\$

BID ITEM LIST



LIST OF SUBCONTRACTORS

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

Subcontractor Name & Location	Bid Item & Description	Percentage of Bid Item Subcontracted	Contractor License Number
			DIR Reg Number
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			

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			DIR Reg Number
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			
NAME			
City, State			

LABOR CERTIFICATION

[LABOR CODE SECTION 1861]

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

I, the undersigned, do hereby certify:

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.

Executed at _____

On _____.

I certify under penalty of perjury that the foregoing is true and correct.

Contractor-Employer

LABOR CERTIFICATION



NONCOLLUSION AFFIDAVIT

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

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. 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 Orland, California.

Note: The above Noncollusion Affidavit is part of the bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT



BIDDER'S SIGNATURE

Accompanying this Bid is _____, (cash, cashier's check, certified check or Bidder's Bond) in the amount equal to at least 10 percent of the total amount of the Bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a copartnership, the true name of the firm shall be set forth below, together with the signature of the partners authorized to sign Contracts in behalf of the copartnership; and if Bidder is an individual, his signature shall be placed below. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

The undersigned further declares that he is a licensed Contractor in the State of California, and that the license which he holds is of the class required to perform the specified work.

License No. _____ Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract documents included in addenda number(s) _____
(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this Bid I certify that I have read and understand the clauses and certifications which are a part of this bid and that my signature shall constitute an endorsement and execution of those clauses and certifications. I further agree that in case of default in signing and returning the required Contract with necessary bonds within 14 days after receiving notice of award, the proceeds of the cash, check or bond accompanying the Bid shall be forfeited to the Owner.

Date: _____	Business P.O. Box: _____
Name of Individual, Corporation, or Copartnership: _____	Business Street Address: _____ <i>(Please provide even if P.O. Box used)</i>
Title: _____	City, State, Zip Code: _____
Signature(s): _____	_____
Contractor License No.: _____	Phone No.: _____
DIR Registration No.: _____	Fax No.: _____

BIDDER'S SIGNATURE



BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED _____

_____ as Principal;

And _____ as Surety, are hereby

held and firmly bound unto _____

hereinafter called the Owner, in the sum of _____

_____ dollars (\$ _____), which sum is equal to at least 10 percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby, jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part thereof, to enter into a Contract in writing, for the construction of:

LELY BALL FIELD LIGHTS

THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall sign and deliver a Contract, in the Form of Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

BIDDER'S BOND

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

IN PRESENCE OF:

	_____ Individual Principal
_____ Address	_____ Business Address
_____	_____ Individual Principal
_____ Address	_____ Business Address

	_____ Corporate Principal
	_____ Business Address
_____	By _____ Affix Corporate Seal

ATTEST:

	_____ Corporate Surety
	_____ Business Address
	_____ Corporate Seal

The rate of premium on this bond is ___ per thousand.

Total amount of premium charged is \$ _____ .