

INVITATION TO BIDDERS

CITY OF ANAHEIM

Subject to conditions prescribed by the City of Anaheim (City), electronic proposals are invited for the following project:

River Park Project

Account No. 471-213-4792-9505

BLD2025-04799, GRA2025-04067, SGN2025-00163

WORK DESCRIPTION: The project includes the construction of a new park with a walking trail, colored concrete plazas, play area, exercise equipment, solar lighting, drinking fountains, painted asphalt, detention basins, two monument signs (one lighted), irrigation, planting, tree preservation, amphitheater, bench swings, shade structures, picnic and seating, and other associated site work.

Project location: 2445 E. Orangewood Avenue, Anaheim, CA 92806

ESTIMATED CONSTRUCTION COST: Four Million Six Hundred Thousand Dollars (\$4,600,000).

THIS PROJECT IS PARTIALLY FUNDED WITH FEDERAL AND STATE MONEY GRANTED BY THE LAND AND WATER CONSERVATION FUND (LWCF) AND RIVERS, MOUNTAINS CONSERVANCY (RMC), STATE COASTAL CONSERVANCY (SCC) AND ENVIRONMENTAL ENHANCEMENT AND MITIGATION PROGRAM (EEMP). THE AWARDED CONTRACTOR AND SUBCONTRACTORS ARE SUBJECT TO FEDERAL POLICIES AND REQUIREMENTS MANDATED BY THE GRANTORS.

CALIFORNIA CONTRACTOR'S LICENSE(S) REQUIRED: General Engineering (A) or General Building "B" for the Prime Contractor, and a C-27 license and Southern California Native Plant experience is required for the landscape and irrigation work subcontractor. The California Department of Industrial Relations (DIR) registration is required for the prime contractor and all subcontractors.

PROJECT DURATION: One Hundred Twenty (120) Working Days

LIQUIDATED DAMAGES: Five Thousand Seven Hundred Fifty Dollars (\$5,750) Per Day.

PROJECT INFORMATION:

PROPOSALS (BIDS) DUE /
BID OPENING DATE:

06/18/2026 at 2:00 P.M.

No bids will be accepted after the specified due date and time.

NON-MANDATORY (OPTIONAL)
PRE-BID MEETING & JOB WALK:

06/10/2026 at 10:00 A.M.

Location: 2445 E. Orangewood Ave., Anaheim CA 92806

CONTACTS

CITY'S CONTRACT ADMINISTRATION:

Public Works – Construction Services Division
200 S. Anaheim Blvd. Suite 276
Anaheim, CA 92805
(714) 765-5176

CONTRACT ADMINISTRATOR:

Michelle Lee, Construction Contracts Specialist
(714) 765-4922 / miclee@anaheim.net

CITY'S OPERATING DEPARTMENT
PROJECT MANAGER:

Community Services Department – Parks Capital Projects
Ana Straabe, Principal Project Planner
(714) 765-4463 / astraabe@anaheim.net

PROCEDURES: Electronic proposals (bids) shall be submitted on **OpenGov** (the City's on-line bidding portal):

<https://anaheim.net/6619/OpenGov-Procurements>

<https://procurement.opengov.com/portal/anaheim/projects/244774>

Contractors must register on the website in order to download the bid documents (including plans and specifications). Bidders may refer to the Bid Information tab on OPENGOV for other details including the engineer's estimate, project duration, and license requirement(s).

The original Bid Bond or Cashier's Check for 10% of the amount of the Bid made payable to the City of Anaheim and shall be submitted to the City Clerk prior to the specified bid due date and time or as revised via addendum to the project documents.

Bids shall be prepared and submitted in singular and in accordance with the Instructions to Bidders. Bids will be opened and publicly read at the City of Anaheim Office of the City Clerk. Bids shall include all documents as prescribed in the Proposal document. Bidders shall refer to the Instructions to Bidders and Standard Specification Supplement issued with the bid documents for additional requirements.

Bidders shall agree not to withdraw Bids for a period of sixty (60) days after the date of opening of the Bids.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a Public Works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a Public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

STATEMENT OF PRIME CONTRACTOR'S QUALIFICATIONS: Bidders must complete and submit the Statement of Prime Contractor's Qualifications form as contained in the bid documents with their proposals. In order to qualify for award of the Contract, the Prime Contractor must meet the City's requirements for relevant project experience, financial ability to complete the project, and safety record. The City reserves the right to reduce or waive these requirements if determined to be in its best interest.

COMMUNITY WORKFORCE AGREEMENT (CWA): The Community Workforce Agreement (CWA) is a pre-hire collective bargaining agreement that establishes labor relations procedures. ***This project is covered "Project Work" as defined in the Second Amended and Restated Community Workforce Agreement (CWA).*** The awarded Contractor and its subcontractors of all tiers shall agree to be party to and bound by the CWA by signing a Letter of Assent (a form attached to the CWA as Attachment A). The CWA will be incorporated by reference in the Construction Contract and can be downloaded at the City's website at: <http://anaheim.net/296/Contract-Administration>.

EXAMINATION OF BID DOCUMENTS: Bid Documents for the Work may be examined without charge on or after the advertisement date at: City of Anaheim, 200 S. Anaheim Blvd, Suite 276 – Public Works Engineering Counter Anaheim, CA 92805.

REJECTION OF BIDS: The City reserves the right to reject any and all bids, or waive any informalities, irregularities or technicalities.

BID PROTEST: A bid protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the City Clerk's Office and an electronic copy to the project Contract Administrator no later than five (5) calendar days after bid opening date.

The City of Anaheim
Advertisement Date(s): 05/28/2026 & 06/04/2026

ARTICLE 1

DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in other Contract Documents are applicable to all Bidding Documents.
- 1.2 The term “Addenda” means written or graphic instruments issued by the City prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term “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.
- 1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Invitation to Bidders and which may be revised by Addenda.
- 1.5 The term “Bidder” means a person or firm that submits a Bid.
- 1.6 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.
- 1.8 As used in these Instructions to Bidders, the term “City” means the City's office issuing the Bidding Documents.
- 1.9 The term “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.
- 1.10 The term “Planholder” means a person or entity known by the City to have downloaded complete set of Bidding Documents on OPENGOV.
- 1.11 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 1.12 As used in these Instructions to Bidders, the term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the City or applicable office of the City is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders. Holidays designated by the City as a holiday are specified in the Proposal document.

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Proposal document is duly authorized and empowered to execute the Designation of Subcontractors form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from **OPENGOV** (the City's on-line bidding portal): <https://anaheim.net/6619/OpenGov-Procurements>

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 The City makes copies of the Bidding Documents available, on the above terms, 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.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of 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; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to the City's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted in writing to the City Engineer or designee through **OPENGOV** (the City's on-line bidding portal).

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda only. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.2.4 After the contract has been awarded, contractor agrees in advance that any ambiguities not submitted to the Engineer pursuant to the above, shall be construed against the Contractor and in favor of the City.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 Substitutions will be considered in accordance with the Plans and Specifications.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list all Subcontractors that will perform work, labor or render such services as defined in the Designation of Subcontractors form. An inadvertent error in listing the California contractor license number or DIR Registration numbers shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number or DIR registration is submitted in writing by, and actually received from, the Bidder within 24 hours after the bid opening and provided the corrected information corresponds to the submitted name and location for that subcontractor. The failure to list, on the Designation of Subcontractors form, any one of the specified items will result in the City treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to the City that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Designation of Subcontractors form shall only be substituted after the Bid Deadline with the written consent of the City and in accordance with the State of California "Subletting and Subcontracting Fair Practices Act."

3.5 ADDENDA

3.5.1 Addenda will be issued only by the City and only in writing. Addenda will be identified as such and will be made available, via download from **OPENGOV** to each potential bidder who has registered on-line to receive project updates. The City will not be responsible for any other explanation or interpretation of the proposed documents nor will the City be responsible for the completeness of project documents obtained from other sources.

3.5.2 Copies of Addenda will be made available for inspection at the address specified in the Invitation to Bidders.

3.5.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

ARTICLE 4

PRE-BID MEETING

4.1 Bidder shall attend the Pre-Bid Meeting (when mandatory) at which the requirements of the Bidding Documents are reviewed by the City, comments and questions are received from Bidders, and a Project site visit is conducted. The City requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet the mandatory attendance requirement. Any Bidder not attending a mandatory Pre-Bid Meeting in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5

BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Proposal document, including all other required documents specified in the Bidding Documents. Bids not submitted on the required forms in the form and manner specified shall be rejected.

5.1.2 The Proposal and all other required documents shall be filled in legibly in ink or by typewriter. All portions of the required forms must be completed and signed before the Bid is submitted. Proposals shall be uploaded to **OPENGOV** and the line item costs shall be input on-line in the bidding software on or before the day and hour set for the opening of bids. Failure to comply with the requirements of this Article will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as nonresponsive.

5.1.4 Bidder shall make no stipulations on the Proposal document, including all other required documents nor qualify its Bid in any manner.

5.1.5 Proposal forms shall be signed by a person or persons legally authorized to bind Bidder to a contract. Failure to sign and date the forms may cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the total bid amount as security for Bidder's obligation to enter into a Contract with the City on the terms stated and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by the City and included herein, or a certified check made payable to "The City of Anaheim." When a Bid Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the City or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

5.2.2 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 Bidder agrees to the deduction of one (1) working day from the number of days available to achieve the Contract completion date for every day of delay in receipt by the City of the Contract, Insurance and Bond Documents beyond the Document Deadline Date. Said deduction shall be in addition to any other remedy available to the City upon the Bidder's failure to timely provide said Contract, Insurance and Bond Documents, including the right of the City to refuse to execute and deliver the Agreement or to take such other action as may be authorized by law. In the event said Contract, Insurance and Bond Documents are received by the City on or before the Document Deadline Date, the subsequent delivery of a fully executed copy of this agreement to the Contractor by the City shall be deemed an election by the City to exercise the deduction of working days to achieve the Contract Completion Dates without further notice to the Contractor being required.

Other remedies include the City's rejection Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the City may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall 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 Bid of the Bidder so rejected and the greater amount for which the City procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 21 days or specified otherwise after receipt of Notice of Award, to sign the Agreement or submit to the City all of the items required by the Bidding Documents, the City will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the City has been appropriately compensated; if the Bid Security is in the form of certified check, the City will negotiate said check and after deducting its damages, return any balance to Bidder.

5.3 SUBMISSION OF BIDS

5.3.1 Proposals (bids), including all documents required to be submitted with the bid, will be received only at the City of Anaheim Office of the City Clerk until the date and time specified in the legal notice or Addenda to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice. In addition to the uploading of Proposal Documents on **OPENGov** as described in the Invitation to Bidders, the fully executed original Bid Bond shall be delivered to the City Clerk on or before the actual bid opening day and time.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. The fully executed original Bid Bond shall be enclosed in a sealed envelope addressed to the City Council of the City of Anaheim, bearing the name and address of the bidder and the name and account number of the project on or before the actual bid opening day and time. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be withdrawn by notice to the City receiving Bids at the location designated for receipt of Bids.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline unless otherwise specified.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 STATEMENT OF PRIME BIDDER'S QUALIFICATIONS

6.1.1 If required, Prime Bidders shall submit a Statement of Prime Bidder's Qualifications with their Bids on the form provided by the City. Bidders will be considered non-responsive and the City reserves the right to reject their bid if they fail to meet the criteria specified in the Statement of Prime Bidder's Qualifications.

6.2 OPENING OF BIDS

6.2.1 Bids which have the required identification and are received on or before the Bid Deadline will be opened publicly and read by the City Clerk and City Engineer, or their respective designees, at the Office of the City Clerk, or other designated location, at the City of Anaheim, California, shortly after the bid opening day and time.

6.3 REJECTION OF BIDS

6.3.1 The City will have the right to reject all Bids.

6.3.2 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 incomplete or irregular.

6.4 AWARD

6.4.1 The City will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the City awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by the City and who is not rejected by the City for failing or refusing, within 21 days after receipt of Notice of Award, to sign the Agreement or submit to the City all of the items required by the Bidding Documents.

6.4.2 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at the City's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify which Bid belongs to which Bidder from being revealed to the representative of the City selecting the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, the City will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.4.3 The City will determine the low Bidder on the basis of the sum of all Lump Sum items or all Unit Prices multiplied by their respective Estimated Quantities, plus the amounts of all Alternates (if any) to be included in the Contract Sum at the time of award.

The Contract Sum will be the sum of all Lump Sum Base Bid or all Unit Prices multiplied by their respective Estimated Quantities and the additive or deductive amounts for all Alternates that the City has elected to be included in the Contract Sum as of the time of award.

6.4.4 The City will post the Bid results on **OPENGOV** unless another address is specified in the Bidding Documents.

6.4.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder on the City's form within 60 days (unless otherwise specified) after the Bid Deadline or reject all Bids. Within 21 days after receipt of Notice of Award, Bidder shall submit to the City all of the following items:

1. One (1) *notarized* original of the Agreement on the City's form. Evidence must be attached showing that the signatures are of person(s) who have the authority to bind the Contractor to the agreement.
2. One (1) original of the Labor and Material Bond on the City's form duly executed by your firm and surety. All signatures must be *notarized*.
3. One (1) original of the Faithful Performance Bond on the City's form duly executed by your firm and surety. All signatures must be *notarized*.

4. Original certificate(s) of insurance (duly executed by insurers) evidencing coverage required by the Contract.
 - An additional insured endorsement (separate forms) to the general liability and automobile liability insurance policy naming the City of Anaheim, its officers, agents, employees, representatives, and volunteers are also required and said endorsement must bear the signature of an authorized representative of the insurance company.
 - The endorsement must also contain a statement that thirty days' notice must be given to the City of any change or cancellation of the policy.
5. Resume of proposed Superintendent to include qualifications and references.
6. Preliminary Contract Schedule as evidence of the Contractor's ability to accomplish the Work of the project within the required contract time period.
7. One copy of the Letter of Assent (Attachment A to the Community Workforce Agreement) signed by the Prime Contractor, if applicable. Letters of Assent by Subcontractors and all others covered by the CWA shall be submitted in accordance with the deadlines prescribed in Section 1-7.4 of the Standard Specification Supplement.
8. Cost Breakdown for lump sum bid items, if applicable.

6.4.6 Prior to award of the Contract, the City will notify Bidder in writing, if the City, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to the City. Failure of the City to object to a proposed Superintendent or Subcontractor prior to award shall not preclude the City from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.4.7 If Bidder submits one set of originals of the signed Agreement and all other items required to be submitted to the City within 21 days after receipt of Notice of Award and if all such items comply with the requirements of the Bidding Documents and are acceptable to the City, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

6.4.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within 21 days after receipt of Notice of Award, or that 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. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 21 days after receipt of Notice of Award, to sign the Agreement or submit to the City all of the items required by the Bidding Documents, shall be liable to the City for all resulting damages.

ARTICLE 7

BID PROTEST

7.1 FILING A BID PROTEST

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the City not later than 5:00 pm on the 5th business day following:

- .1 if the Proposal form does not contain any Alternate(s), the date of the Bid opening;
- .2 if the Proposal form contains any Alternate(s), the date that Bid results are made public on **OPENGOV**.

7.1.2 If a Bid is rejected by the City, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the City not later than 5:00 pm on the 3rd business day following the rejected Bidder's receipt of the notice of rejection.

7.1.3 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 The City will investigate the basis for the Bid protest and analyze the facts. The City will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by the City, an informal hearing will be held. The City will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond the City's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by the City.

A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the City's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Bidder whose Bid is the subject of the protest, all Bidders affected by the City's decision on the protest, and the protestor have the right to appeal to the decision if not satisfied with City's decision. A request to meet with the City's designated Hearing Officer to discuss the appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the written request and appeal must be received by the

City's representative not later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of City.

A copy of the appeal must be sent to all parties involved in the Bid protest and to City, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or the City holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.3 The City's designated Hearing Officer will review the City's decision and the appeal, and issue a written decision; then conduct a hearing and issue a written decision. The written decision of the Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to the City. The Hearing Officer may consult with the City Attorney's Office on the decision as to legal form. The City will complete its internal Bid protest procedures before award of the Contract.

ARTICLE 8

COMMUNITY WORKFORCE AGREEMENT

8.1 The City has entered into a Second Amended and Restated Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions. The CWA is a pre-hire collective bargaining agreement that establishes labor relations procedures. Only projects as identified in the Invitation to Bidders are covered "Project Work" as defined in the Amended and Restated Community Workforce Agreement (CWA). The awarded Contractor and its subcontractors of all tiers shall agree to be party to and bound by the CWA by signing a Letter of Assent (a form attached to the CWA as Attachment A). The CWA will be incorporated by reference in the Construction Contract and can be downloaded at the City's website at: <https://www.anaheim.net/296/Contract-Administration>.

8.2 The awarded Contractor shall submit the signed CWA Letter of Assent (LOA) in accordance with Section 1-7.4 of the Standard Specifications Supplement. Failure to submit the LOA within the specified timeline will result in rejection of the bid.

PROPOSAL

CITY OF ANAHEIM
Anaheim, California

For the construction of:

RIVER PARK

Account Nos. 471-213-4792-9505, GRA 2025-04067, BLD 2025-04799, SGN2025-00163

Advertisement Dates: 05/28/2026 & 06/04/2026

Bid Date: 06/18/2026

Bid Time: 2:00 P.M.

To the Honorable City Council From _____
City of Anaheim Contractor's Name

Gentlepersons:

The undersigned, as bidder, declares that it has carefully examined the location of the proposed work above described, examined the Plans and Specifications and General Conditions therefore, read the Instructions to Bidders, and is familiar with all proposal requirements, and hereby proposes and agrees, if the proposal is accepted, to complete the said construction in accordance with the Contract Documents, as defined in the General Provisions, in the time stated herein, for the unit price or lump sum given on the following pages of this proposal, amounting to a total of:

\$ SEE TOTAL IN OPENGOV

Said amount is to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite or proper and the providing of all necessary machinery, tools, apparatus, and other means of construction; also the performance and completion of all the work in the manner set forth, described and shown in the Specifications, details, Contract Documents or on the drawings for the work.

The bidder to whom the contract is awarded agrees to enter into a Contract with the City and agree to execute and return said contract, together with contract bonds, so that they are received by the City within **Twenty-One (21) calendar days**, after the bidder has received the contract for execution. The successful bidder shall commence work upon receipt of the "NOTICE TO PROCEED" and instructions by the City Engineer, and to diligently prosecute the work to completion before the expiration of **One-Hundred Twenty (120) working days**, excluding Saturdays, Sundays and Holidays, after the execution of the agreement.

Holidays (ten days) as mentioned herein shall be limited to New Year's Day, Memorial Day, Martin Luther King's Birthday, (Third Monday in January), President's Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, and Christmas Day. If any of the above-mentioned holidays fall on Saturday or Sunday, the following Monday shall be considered a legal holiday.

All bids are to be computed on the basis of the given Estimated Quantities of Work, as indicated in this proposal, multiplied by the unit prices as submitted by the bidders. In case of discrepancy between unit prices and the extension thereof, the unit price shall prevail, and bids will be computed as indicated above and compared on the basis of corrected totals.

The estimated quantities of work indicated in this Proposal are approximate only, being given solely as a basis for comparison of bids and evaluation only. Bidders are required to perform their own take-offs of the work quantities, as well as the types of work required, from the drawings and specifications. If the plans and/or specifications require items of work to be performed that are not listed in the City's estimated bid item list, the missing items and/or quantities believed to be in error shall be reported immediately to the City through the standard Request for Information (RFI) process, including the proposed cost impact. Contractors acknowledge that the bid item list alone may not include all of the types or quantities of work required by the plans and specifications. By submitting its bid, Contractor herewith certifies that he/she has performed his/her own take-offs of all of the various work items required by the plans and specifications.

PROPOSAL

CITY OF ANAHEIM
Anaheim, California

For the construction of:

RIVER PARK

Account Nos. 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

It is understood by Bidder that the City of Anaheim has the right to reject this proposal or to award a contract to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or bid bond shall be returned to the undersigned within thirty (30) days from the date thereof. If the proposal is accepted and the work is awarded and the undersigned shall fail to enter into a contract of the form and terms supplied by the City Engineer within Twenty-One (21) calendar days after the agreement is delivered to him for signature, or within such further time as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest bid and the next lowest bidder who will execute a contract shall be paid into the treasury of the City of Anaheim as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Accompanying this proposal is _____ (insert "\$_____Cash", "cashier's check", "certified check", or "bidder's bond", as the case may be) in an amount equal to at least ten percent (10%) of the total bid.

The following is the name and place of business of the surety company which will furnish the required bonds as surety if the work is awarded to the undersigned:

Licensed in accordance with an act providing for the registration of contractors:

California Contractors State License Board (CSLB) No. _____

Classification(s) _____ Expiration Date _____.

Registered in accordance with Senate Bill 854 and Labor Code section 1725.5:

DIR Registration I.D. _____ Expiration Date _____.

In executing this proposal the bidder certifies being properly licensed and registered to do the work and under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Signature of Bidder

Firm Name

Printed Name & Title

Business Address

Dated

Email & Phone Number

Firm is an Individual? Yes ☐ No ☐ If no, provide the names for the following:

Firm President

Firm Vice President

Firm Secretary

Firm Manager

Other Name & Title

Other Name & Title

For the construction of:

RIVER PARK

Account Nos. 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

The Bid shall include the following filled-out and executed forms as provided in the project Contract Documents on or before the bid opening date and time, otherwise the bid will be deemed **non-responsive**.

Document		Electronic submittal	General Guidelines
1	Proposal (P-14 to P-19)	Yes	Fill-in, scan and upload to OPENGOV
2	Bid items	Yes	Input bid items on-line in OPENGOV
3	Bid Security/Bid Bond*	HARD COPY and Electronic Submittal	1) Fill in, scan, upload – AND- 2) Submit (hand delivery or mail) original signed bid bond on or before Bid Opening Date & Time to City Hall – Office of City Clerk
4	Statement of Contractor's Qualifications	Yes	Fill-in, scan and upload to OPENGOV
5	Designation of Sub-Contractors (Including DIR information)	Yes	Fill-in, scan and upload to OPENGOV
6	Non-Collusion Affidavit*	Yes	Fill-in, scan and upload to OPENGOV
7	Equal Employment Opportunity Certificates of Compliance	Yes	Fill-in, scan and upload to OPENGOV
8	Conflict of Interest	Yes	Fill-in, scan and upload to OPENGOV
9	Pre-Bid Site Inspection	Yes	Fill-in, scan and upload to OPENGOV
10	CWA Letter of Assent	Yes	Fill-in, scan and upload to OPENGOV
11	Addenda, if issued	Yes	a) Acknowledge on OPENGOV b) Sign, scan and upload to OPENGOV

* - All signatures shall be notarized

The undersigned bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form for bid submission, and has thoroughly checked the figures set forth in the proposal and inputted into OPENGOV, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all of the work called out and implied throughout these contract documents. **The undersigned bidder acknowledges this proposal is to remain valid for up to sixty (60) days from the bid opening date.**

 Signature of Bidder

 Firm Name

 Printed Name & Title

 Business Address

 Dated

 Email Address

For the construction of:

RIVER PARK

Account Nos. 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

BID ITEM LIST*****BID ITEMS TO BE INPUTTED ON-LINE IN OPENGOV*****

Line Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
1	New AC Paving with Sub base (Sections 203 and 302 Asphalt, Installation complete	207	SF	***XX***	***XX***
2	Section 403 - protect manholes in place and paint safety yellow	1	LS	***XX***	***XX***
3	Erosion Control	1	LS	***XX***	***XX***
4	Tree Protection	1	LS	***XX***	***XX***
5	WPCP Prep and Implementation	1	LS	***XX***	***XX***
6	Allowance to Accommodate Unknown and Unforeseen Site Conditions as Directed by the City of Anaheim	1	ALW	\$50,000.00	\$50,000.00
7	Mobilization (May Not Exceed 5% of the Total Bid)*	1	LS	***XX***	***XX***
8	Contractor's Costs for Administration of Community Workforce Agreement (CWA) (May not exceed 3% of the total Bid)	1	LS	***XX***	***XX***
9	As-Built Plans	1	LS	***XX***	***XX***
10	Demolition (includes storage/protection of items to be reused in project)	1	LS	***XX***	***XX***
11	Clear and Grub	103,837	SF	***XX***	***XX***
12	Remove Fencing	1	LS	***XX***	***XX***
13	Salvage Fencing and Gates (as indicated on plans)	1	LS	***XX***	***XX***
14	Remove one (1) creosote-coated wood telephone pole next to Angel Parking lot (use BMPS in the area as needed)	1	LS	***XX***	***XX***
15	Seat Walls	1	LS	***XX***	***XX***
16	Raised Concrete Curb at Wet set Cobble	21	LF	***XX***	***XX***
17	Monument Signs	2	EA	***XX***	***XX***
18	Signage, construction signs	2	EA	***XX***	***XX***
19	Signage ,park rules	2	EA	***XX***	***XX***
20	Signage, International Symbol of accessibility	2	EA	***XX***	***XX***
21	Sundial	1	LS	***XX***	***XX***
22	Trash Rack (inclined) installed with headwall and PCC support	1	EA	***XX***	***XX***
23	Foot Bridges - installed complete	1	LS	***XX***	***XX***
24	Paint Existing CMU Wall	1	LS	***XX***	***XX***
25	Shade Structures 8'-6" CLR Height (installed complete)	4	EA	***XX***	***XX***
26	Shade Structures 9'-6" CLR Height (installed complete)	2	EA	***XX***	***XX***
27	Bench Swings (installed complete)	2	EA	***XX***	***XX***
28	Fitness Equipment (installed complete)	1	LS	***XX***	***XX***
29	Playground Equipment (installed complete)	1	LS	***XX***	***XX***

PROPOSAL

CITY OF ANAHEIM

Anaheim, California

For the construction of:

RIVER PARK

Account Nos. 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

Line Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
30	Picnic Tables	6	EA	***XX***	***XX***
31	Picnic Tables, Accessible	4	EA	***XX***	***XX***
32	Trash Receptacles	12	EA	***XX***	***XX***
33	Benches	8	EA	***XX***	***XX***
34	Leaf Benches	8	EA	***XX***	***XX***
35	Amphitheater Seating (Log Benches)	9	EA	***XX***	***XX***
36	Bike Racks	6	EA	***XX***	***XX***
37	Interpretive Word Art	1	EA	***XX***	***XX***
38	Drinking Fountains	3	EA	***XX***	***XX***
39	Dog Stations	4	EA	***XX***	***XX***
40	Bollards	6	EA	***XX***	***XX***
41	Bollard latch post	4	EA	***XX***	***XX***
42	knox box	2	EA	***XX***	***XX***
43	New Electrical Service (complete installed with conduit)	1	LS	***XX***	***XX***
44	Solar Lighting	20	EA	***XX***	***XX***
45	Grading, rough	1	LS	***XX***	***XX***
46	Grading, fine	1	LS	***XX***	***XX***
47	Ground level GAF color coating on asphalt	1	LS	***XX***	***XX***
48	Stenciled Ground level GAF color coating on asphalt for poem	1	LS	***XX***	***XX***
49	Concrete Mow Curb	3,276	LF	***XX***	***XX***
50	Concrete Curb for Playground, deepened	287	LF	***XX***	***XX***
51	Playground accessible concrete path installed complete	1	LS	***XX***	***XX***
52	Natural Gray Concrete Paving installed complete)	272	SF	***XX***	***XX***
53	Colored Concrete paving (installed complete)	4,245	SF	***XX***	***XX***
54	Vehicular Colored Concrete paving (installed complete)	699	SF	***XX***	***XX***
55	Decorative Sandblast colored Concrete Paving (Installed complete)	1,949	SF	***XX***	***XX***
56	Vehicular Decorative Sandblast colored colored concrete paving (Installed Complete)	273	SF	***XX***	***XX***
57	Stabilized pedestrian Decomposed Granite(installed complete)	8,945	SF	***XX***	***XX***
58	Stabilized vehicular Decomposed Granite (installed complete)	1,565	SF	***XX***	***XX***
59	Fibar Mulch (EWF)	233	CY	***XX***	***XX***
60	8' Fencing - mesh panels (manufactured, installed complete)	1,472	LF	***XX***	***XX***
61	Reinstall Salvaged Double Gate, relocated (installed complete)	1	EA	***XX***	***XX***
62	4' x 8' high mesh Gate (manufactured, installed complete)	2	EA	***XX***	***XX***

PROPOSAL

CITY OF ANAHEIM

Anaheim, California

For the construction of:

RIVER PARK

Account Nos. 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

Line Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
63	8' Fencing - Decorative at Entry (manufactured, installed complete with double 4' x 8' high gate)	26	LF	***XX***	***XX***
64	8' Fencing - mesh panel with Privacy slats (manufactured, installed complete)	26	LF	***XX***	***XX***
65	Electrical for Irrigation, installed complete (includes irrigation controller)	1	LS	***XX***	***XX***
66	Irrigation - Furnish and install complete (includes new backflow preventer)	1	LS	***XX***	***XX***
67	Soil Preparation (planting)	46,139	SF	***XX***	***XX***
68	Planting - Native Shrubs (installed complete)	1	LS	***XX***	***XX***
69	15 Gallon Native trees (installed complete)	105	EA	***XX***	***XX***
70	Root Barrier	1	LS	***XX***	***XX***
71	Mulch, organic	46,139	SF	***XX***	***XX***
72	Mulch, organic under existing trees (1" thick)	33,592	SF	***XX***	***XX***
73	Dry Creek Cobble, installed complete	1	LS	***XX***	***XX***
74	Wet Set Cobble at Orangewood Ave Monument sign (installed complete)	28	SF	***XX***	***XX***
75	Boulders (relocated and installed)	1	LS	***XX***	***XX***
76	Canoe Art Piece (relocate and install complete only)	1	EA	***XX***	***XX***
77	Dedication Plaque, installed complete	1	EA	***XX***	***XX***
78	Interpretive Signs (with concrete footing and overpour installed complete)	5	EA	***XX***	***XX***
79	90-day Establishment Period	1	LS	***XX***	***XX***
80	Potable Backflow Preventor	1	EA	***XX***	***XX***
81	Irrigation Backflow Preventor	1	EA	***XX***	***XX***
82	Potable Water Line	1539	LF	***XX***	***XX***

BID ITEMS TO BE INPUTED ON-LINE IN OPENGOV**BID TOTAL AMOUNT IN NUMBERS:****BID TOTAL AMOUNT IN WORDS:**_____
Signature of Bidder_____
Phone Number_____
Printed Name of Bidder_____
Name of Company

BID BOND

KNOW ALL BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and whose principal office is located in the City of _____, as surety, are jointly and severally bound unto the CITY OF ANAHEIM of Orange County, California, in the sum of:

_____ DOLLARS (\$_____), lawful money of the United States of America to be paid to the said CITY OF ANAHEIM, for which payment well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for the construction of _____ for the CITY OF ANAHEIM, Orange County, California.

NOW, THEREFORE, if the Principal shall not withdraw said bid within sixty (60) days after the opening of same, and shall within twenty-one (21) days after the agreement has been presented to him for execution enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bond with good and sufficient sureties, or sureties for the faithful performance and proper fulfillment of such contract and for the protection of laborers and materialmen, or in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract and give said bond within the time specified if the Principal shall within thirty (30) days after request by the City, pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

Two Witnesses (if individual)

ATTEST (if corporation)

Title

Corporate Seal
ATTEST

Corporate Seal

PRINCIPAL

By _____

Title _____

Surety

By _____
Title

(SEAL)



STATEMENT OF PRIME CONTRACTOR'S QUALIFICATIONS (SOQs)

**BIDDER (PRIME CONTRACTOR) MUST COMPLETE AND SUBMIT
THIS FORM WITH PROPOSAL**

River Park Project

Account No. 471-213-4792-9505

GRA2025-04067, BLD2025-04799 & SGN2025-00163

City Anaheim
Department of Public Works
200 S. Anaheim Blvd., Suite 276
Anaheim, CA 92805

I. GENERAL

A. Project Description

The project includes the construction of a new park with a walking trail, colored concrete plazas, play area, exercise equipment, solar lighting, drinking fountains, painted asphalt, detention basins, two monument signs (one lighted), irrigation, planting, tree preservation, amphitheater, bench swings, shade structures, picnic and seating, and other associated site work.

Project location: 2445 East Orangewood Avenue, Anaheim 92806

Project Duration: One Hundred Twenty (120) Working Days

Estimated Construction Cost: \$4,600,00.00

Certification of Installer: Contractor (or subcontractor) must hold a valid C-27 license and Southern California Native Plant experience for the installation of the landscape and irrigation for this project.

B. State and Federal Funding

This project is partially funded with federal and state money granted by the Land and Water Conservation Fund (LWCF) and Rivers, Mountains Conservancy (RMC), State Coastal Conservancy (SCC) and Environmental Enhancement and Mitigation Program (EEMP). The awarded Contractor and subcontractors are subject to Federal policies and requirements mandated by the grantors. Refer to the Agreement for applicable policies and requirements.

C. Public Works Compliance Monitoring and Prevailing Wages

The awarded Contractor and subcontractors shall pay not less than the higher of the two rates contained in the current General Prevailing Wage Rate(s) and Per Diem Rate(s) established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et seq.), or by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et seq.).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a Public Works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a Public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. Debarment

To qualify for this project, the Contractor, its organization including its principals must not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government, State, or local agencies.

ALL INFORMATION REQUESTED MUST BE FURNISHED ON THE FORMS PROVIDED BELOW
AND MUST BE COMPLETED IN ORDER TO PREQUALIFY.

Company Name:	<hr/>		
	<hr/>	<hr/>	
	Telephone	Facsimile	
Street Address:	<hr/>		
	Street Address	City & State	Zip Code
Contact Person #1:	<hr/>		<hr/>
	Name, Title		Email
Contact Person #2:	<hr/>		<hr/>
	Name, Title		Email

Prime Contractor must have a current and active **General Engineering (A) or General Building (B)** California Contractors State License(s) for this project.

Does your firm have the required current and active California State Contractors license(s)? Yes ☐ No ☐

License No. _____ Issue Date: _____ Expiration Date: _____

License Class/Classes Certification(s)

If yes, please explain:

All contractors receiving individual awards, using federal funds for \$25,000 or more, and all sub recipients shall certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Yes ☐ No ☐

Is your company currently debarred by any State or local agency? Yes ☐ No ☐

If yes, give details including dates:

D. Department of Industrial Relations (DIR) Registration

Prime Contractor must have a current registration with the California Department of Industrial Relations (DIR) for this project pursuant to California Labor Code section 1725.5.

Does your firm have the required current DIR registration? Yes ☐ No ☐

Registration No. _____ Expiration Date: _____

E. Firm History

Has your company changed names or CSLB license numbers at any time? Yes ☐ No ☐

Have your company's Owner, RMO, and other principals operated a construction firm under another name? Yes ☐ No ☐

If yes, list names of other construction firms associated with the Owner, RMO, and other principals:

F. Contractor's License Board Disciplinary Proceedings

Has your company, during the past ten years, received any disciplinary action from the California Contractors State License Board? Yes ☐ No ☐

If yes, give details including dates:

G. Labor Code Violations

Has your company, during the past ten years, received a determination by a court or an administrative agency of any Labor Code violations including, but not limited to laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects?

Yes ☐ No ☐

Determinations by a court or an administrative agency of a violation of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects due to the mistake, inadvertence or neglect of your organization may be grounds for disqualification if there are three or more such determinations during the past ten years.

If yes, give details including dates:

H. Surety

List below the surety company that will be used by your company for this project:

SURETY COMPANY

Street Address: _____		Surety's Name _____	Telephone _____
_____		Street Address _____	City & State _____ Zip Code _____
_____ to _____ MM/YYYY MM/YYYY (Period Covered)	Has listed Surety Company completed work on a project your firm defaulted on?		Yes <input type="checkbox"/> No <input type="checkbox"/>

I. Project Completion

Has your company failed to complete a Contract or been removed from a project within the past ten years?
Yes ☐ No ☐

If yes, give details including dates:

J. Liquidated Damages

Has your company been assessed liquidated damages for failing to complete a contract within the time specified in the contract documents since within the past ten years? Yes ☐ No ☐

If yes, give details including dates:

E. Certification of Installer

Due to the specialty nature of work, the Contractor (or subcontractor) must hold both:

- (1) a valid C-27 Landscaping Contractor license, and
- (2) have prior experience in installation and establishment of Southern California native plants and species. Provide all project details and references in a separate attachment.

Name of firm/entity for the installation of landscape and irrigation:

Does this firm/entity have the required (1) certification or (2) necessary experience?

Yes ☐ No ☐

If no, provide details or other information that would qualify the Contractor to perform this work:

III. PROJECT EXPERIENCE

A. Prime Contractor Construction Project Experience (Comparable Projects)

- a. Only information, experience and Work performed by the Prime Contractor's office that will bid, manage, construct, and staff the project will be considered for qualification unless otherwise indicated below.

- b. **Prime Contractors (bidders) will be considered non-responsive, and the City reserves the right to reject their bid if they fail to meet the listed criteria.**

Four (4) projects completed as a Prime Contractor within the past **7 years** that meet the criteria listed below and demonstrate its ability to successfully complete the subject project with respect to project size, scope, cost, complexity, etc.:

- At least (3) projects for which the total **CONSTRUCTION COST WAS AT MINIMUM \$1,000,000 EACH.**
- At least three (3) projects that included the **CONSTRUCTION OF PARKS, PLAYGROUNDS, OUTDOOR RECREATION AND OTHER RECREATIONAL WORKS.**
- At least two (2) projects **COMPLETED FOR A PUBLIC AGENCY.**
- At least one (1) project for which the total **CONSTRUCTION COST WAS GREATER THAN \$3,000,000.**

- c. The City reserves the right to reduce or waive these requirements if determined to be in its best interest.

- d. Projects presented for consideration must be submitted on the forms attached to this section.

Prime Contractor Project No. 1

Verify all contacts prior to submittal. Do not leave any spaces blank. Responses such as "N/A" are not acceptable.
If not applicable, state "Not Applicable" and explain why. If none, state "NONE."

Project Name: _____
Project or Contract Number: _____
Project Location: _____ , _____ , _____
Street Address City & State Zip Code

Owner Information: _____
Owner/Agency's Name
Contact Person: _____
Name & Title
Telephone Email

Address of **Contractor's** Office that Performed the Work:

Street Address City & State Zip Code
Name of Contractor's **Project Manager** for project: _____
Name of Contractor's **Superintendent** for project: _____

Contract Time:
Start Date: Scheduled Completion Date: Actual Completion Date:

Month/Day/Year Month/Day/Year Month/Day/Year

Contract Amount:
\$ _____ \$ _____ \$ _____
Base Amount Adjustment Due to Change Orders Final Contract Amount

Project Information:
Completed For: Public Agency ☐ Specify: _____
Public Works ☐ Other ☐ _____

Project Description: (Provide a brief description and demonstrate project meets qualification criteria)

Prime Contractor Project No. 2

Verify all contacts prior to submittal. Do not leave any spaces blank. Responses such as "N/A" are not acceptable. If not applicable, state "Not Applicable" and explain why. If none, state "NONE."

Project Name: _____
Project or Contract Number: _____
Project Location: _____ , _____ , _____
Street Address City & State Zip Code

Owner Information: _____
Owner/Agency's Name
Contact Person: _____
Name & Title
Telephone Email

Address of **Contractor's** Office that Performed the Work:

Street Address City & State Zip Code
Name of Contractor's **Project Manager** for project: _____
Name of Contractor's **Superintendent** for project: _____

Contract Time:
Start Date: Scheduled Completion Date: Actual Completion Date:

Month/Day/Year Month/Day/Year Month/Day/Year

Contract Amount:
\$ \$ \$
Base Amount Adjustment Due to Change Orders Final Contract Amount

Project Information:
Completed For: Public Agency ☐ Specify: _____
Public Works ☐ Other ☐ _____

Project Description: (Provide a brief description and demonstrate project meets qualification criteria)

Prime Contractor Project No. 3

Verify all contacts prior to submittal. Do not leave any spaces blank. Responses such as "N/A" are not acceptable. If not applicable, state "Not Applicable" and explain why. If none, state "NONE."

Project Name: _____
Project or Contract Number: _____
Project Location: _____ , _____ , _____
Street Address City & State Zip Code

Owner Information: _____
Owner/Agency's Name
Contact Person: _____
Name & Title
Telephone Email

Address of **Contractor's** Office that Performed the Work:

Street Address City & State Zip Code
Name of Contractor's **Project Manager** for project: _____
Name of Contractor's **Superintendent** for project: _____

Contract Time:

Start Date: Scheduled Completion Date: Actual Completion Date:

Month/Day/Year Month/Day/Year Month/Day/Year

Contract Amount:

\$ \$ \$
Base Amount Adjustment Due to Change Orders Final Contract Amount

Project Information:

Completed For: Public Agency ☐ Specify: _____
Public Works ☐ Other ☐ _____

Project Description: (Provide a brief description and demonstrate project meets qualification criteria)

Prime Contractor Project No. 4

Verify all contacts prior to submittal. Do not leave any spaces blank. Responses such as "N/A" are not acceptable. If not applicable, state "Not Applicable" and explain why. If none, state "NONE."

Project Name: _____
Project or Contract Number: _____
Project Location: _____ , _____ , _____
Street Address City & State Zip Code

Owner Information: _____
Owner/Agency's Name
Contact Person: _____
Name & Title
Telephone Email

Address of **Contractor's** Office that Performed the Work:

Street Address City & State Zip Code
Name of Contractor's **Project Manager** for project: _____
Name of Contractor's **Superintendent** for project: _____

Contract Time:

Start Date: Scheduled Completion Date: Actual Completion Date:

Month/Day/Year Month/Day/Year Month/Day/Year

Contract Amount:

\$ \$ \$
Base Amount Adjustment Due to Change Orders Final Contract Amount

Project Information:

Completed For: Public Agency ☐ Specify: _____
Public Works ☐ Other ☐ _____

Project Description: (Provide a brief description and demonstrate project meets qualification criteria)

IV. DECLARATION

I, _____ hereby declare that I am the _____
Printed Name Title

of _____ submitting this questionnaire; that I am duly
Company Name

authorized to execute this Questionnaire on behalf of Prime Contractor; and that all information set forth in this Questionnaire and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at _____ County of _____
Location and City County

State of _____ on _____ .
State Date

Signature

Printed Name

**If signed by other than the sole proprietor, a general partner, or corporate officer,
attach original notarized power of attorney or corporate resolution.**

DESIGNATION OF SUBCONTRACTORS

CITY OF ANAHEIM

RIVER PARK PROJECT

Account No(s). 471-213-4792-9505, GRA 2025-04067, BLD2025-04799, SGN2025-00163

Submit with Proposal

In compliance with the Provisions of Section 4100-4107 of the Code of the State of California and any Amendments thereto, the undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid, and that the subcontractors listed will be used for the work for which they bid, subject to approval of the Engineer, and in accordance with the applicable provisions of the Specifications. If the bidder does not submit the names and addresses of subcontractors, he shall be required to do the work with his forces. If no subcontractors are listed, all bonds and insurance shall be written in the name of the general contractor only, and any liabilities arising through the operation of a subcontractor shall not be covered by the bonds and insurance.

Print clearly and complete ALL lines.

1. <u>Ready-Mix</u> Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
2. <u>Ready-Mix</u> Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
Note: Per Section 1720.9 of the Labor Code added by Assembly Bill 219, ready-mix concrete suppliers that deliver ready-mixed concrete for public works projects are considered subcontractors per Section 1722.1 and must register with the Department of Industrial Relations. In lieu of a contractor's license, the DIR Registration number shall be provided. If a ready-mix concrete supplier will be utilized for the project, completely fill in their information above.		
3. Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date

DESIGNATION OF SUBCONTRACTORS

CITY OF ANAHEIM

RIVER PARK PROJECT

Account No(s). 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

Print clearly and complete ALL lines.

4.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
5.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
6.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
7.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date

DESIGNATION OF SUBCONTRACTORS

CITY OF ANAHEIM

RIVER PARK PROJECT

Account No(s). 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

8.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
9.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
10.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
11.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date

DESIGNATION OF SUBCONTRACTORS

CITY OF ANAHEIM

RIVER PARK PROJECT

Account No(s). 471-213-4792-9505, GRA2025-04067, BLD2025-04799, SGN2025-00163

12.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date
13.Subcontractor's Name:	Item of Work	
	\$ Value of Subcontract	
	Complete Street Address	
	Phone No.	
	Email (for DIR input)	
	License No.	Exp. Date
	DIR Registration No.	Exp. Date

No sub-contractor may be listed on a bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Bidders may be considered **NON-RESPONSIVE** if all information is not completely filled in.

 BIDDER/FIRM NAME

 AUTHORIZED SIGNATURE

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of Orange)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

State of California)
) ss
County of _____)

Name of Bidder

Subscribed and sworn to before me this

_____ day of _____ 20 _____

Signature of Bidder

WITNESS my hand and official seal

Notary Public

Address of Bidder

Approved as to form
Michael Houston, City Attorney

By _____

ALL SIGNATURES ON THIS NONCOLLUSION AFFIDAVIT
MUST BE WITNESSED BY A NOTARY
(attach appropriate jurats)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATES OF COMPLIANCE

As used in this Certificate, the word "Contract" shall mean either "Contract", or "Subcontract". The word "Contractor" shall mean either "Contractor" or "Subcontractor".

The undersigned Contractor certifies the following to the City of Anaheim:

1. COMPLIANCE REPORTS:

That if the Contractor has participated in a previous Contract subject to the rules and regulations on Equal Opportunity set forth in 41 Code of Federal Regulations Part 60-1, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance of the United States Department of Labor, the appropriate Government Agencies or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements, or if he has not he agrees to do so promptly and before any Contract is awarded.

2. NON-DISCRIMINATION:

During the performance of any Contract placed with him by the City of Anaheim, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of, race, religion, sex, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, creed, color, or national origins. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, creed, color, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a Collective Bargaining Agreement or other Contract or understanding, a notice advising the labor union or worker's representative of the Contractors commitments under Section 202 of Executive Order Number 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and to applicants for employment.

4. The Contractor will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City Executive Order Number 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. **AFFIRMATIVE ACTION PROGRAM:**

Contractor's attention is directed to Section 60-1.40 of Title 41 of the Code of Federal Relations, related to Affirmative Action Compliance Programs, and applying to each Subcontractor with a Subcontract of \$50,000 or more and 50 or more employees.

Contractor certifies that he has developed and has on file at each of his establishments a written Affirmative Action Compliance Program, as is called for in section 60-1.40 of and pursuant to part 60-2 of Title 41 of the code of Federal Regulations, and that such Affirmative Action Compliance Program is current, or if it is not, within 120 days after receipt of any order, the undersigned firm agrees to develop and maintain a written Affirmative Action Compliance Program, for each of his facilities unless such firm is not required by law or regulation to develop such program.

4. CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any locations, under its control, where segregated facilities are maintained. The bidder, offerer, applicant, or Subcontractor agrees that a breach of this Certification is a violation of the Equal Opportunity Clause of any Contract placed with it. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, which are segregated by explicit directive or in fact segregated on the basis of race, religion, sex, creed, color, or national origin because of habit, local custom or otherwise.

Contractor further certifies that it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 covering the procurement of personal property and non-personal services (including construction).

CONTRACTOR'S FIRM NAME_____

ADDRESS_____

SIGNED_____

TITLE_____

DATE_____

**Conflict of Interest Form for Contractors
(Contractor to complete, sign and submit with the Bid Submittals)**

The Political Reform Act (Government Code Sections 81000-91014) and Government Code section 1090 prohibit any Anaheim public official or officer from involvement in a governmental decision or contract in which he or she has a financial interest. It is the responsibility of the contractor, contractor's employees, and subcontractors who are to perform work under the proposed public works agreement to evaluate any potential conflict of interests. Be advised that a prohibited conflict of interest may void any award where it exists.

Furthermore, any contractor whose firm has performed design work on the bid package is prohibited from bidding on this construction package.

I, the undersigned, hereby certify that I have reviewed and understand the above-paragraphs, and in furtherance of the foregoing, I have evaluated and caused my company's employees and subcontractors to evaluate any potential conflict of interests. Based on this evaluation, I hereby further certify that no such conflict of interests exists.

SIGNATURE OF AUTHORIZED SIGNATORY

Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

For the construction of:

RIVER PARK PROJECT

Account No. 471-213-4792-9505, GRA 2025-04067, BLD 2025-04799

PRE-BID SITE INSPECTION CERTIFICATION

**MUST BE SUBMITTED WITH A SITE INSPECTION PHOTO TIMESTAMPED WITH ACTUAL DATE THE PHOTO WAS
TAKEN AND SHALL MATCH THE DATE OF THE INSPECTION CERTIFIED BELOW**

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

Date: _____

Persons who inspected site of the proposed work for your firm:

Name: _____ Date of Inspection: _____

Title: _____

Name: _____ Date of Inspection: _____

Title: _____

ATTACHMENT A

[SAMPLE] LETTER OF ASSENT

To be signed by all Contractors awarded Project Work covered by the
Second Amended and Restated Community Workforce Agreement with the City of Anaheim
prior to commencing work.

[Contractor's Letterhead]

City of Anaheim Public Works Department
200 S. Anaheim Blvd., Second Floor
Anaheim, CA 92805
Attn: CWA Administrator, Construction Services Division

Re: Second Amended and Restated Community Workforce Agreement – Letter of Assent
[Project Name]

Dear CWA Administrator:

This is to confirm that [name of company] agrees to be party to and bound by the Second Amended and Restated Community Workforce Agreement with the City of Anaheim effective September 24, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Second Amended and Restated Community Workforce Agreement undertaken by [name of company] on the Project and this [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Second Amended and Restated Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council
Consistent with Section 2.6.2]