



**NOTICE INVITING BIDS FOR  
ON-CALL MECHANICAL FACILITY REPAIR, MAINTENANCE, REPLACEMENT AND  
CONSTRUCTION SERVICES PROJECT  
SPECIFICATION NO. PW 19-04**

**NOTICE IS HEREBY GIVEN** that the City of Oxnard, California (“City”) invites sealed Bids for On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project Specification No. PW 19-04 (the “Project”). The City will receive such Bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030 (“City Hall”), attn: City Clerk until 12:00 p.m. on February 13, 2019.

**SCOPE OF WORK.** The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the “Greenbook”) is incorporated by this reference. As more specifically described in the Contract Documents, the Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to provide on-call mechanical facility repair, maintenance, replacement and construction services for the Public Works Department. The Contract amount will be \$4,500,000.

**OBTAINING BID DOCUMENTS.** All Bidders must be plan holders of record to submit a Bid to the City, which entails purchasing copies of all Contract Documents at CyberCopy’s Plan Room, located at <https://www.cybercopyplanroom.com/jobs/public>. Printed copies will also be available at City Hall for the same price.

**PREVAILING WAGES.** The on-call Tasks comprising the Project are “public works” subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The Contractor and all Subcontractors shall pay wages in accordance with the determination of the Director of the DIR. Copies of these rates are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor shall post a copy of the DIR’s rates at each Task site. The Tasks comprising the Project are subject to compliance monitoring and enforcement by the DIR. The Contractor shall furnish certified payroll records directly to the Labor Commissioner. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

**TRENCHING.** Since this is an on-call contract, there are currently no particular plans that entail trenching. However, the City may submit a Task Order for a Task that includes trenching. When such a Task Order includes the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, the Contractor will be required to submit in advance adequate sheeting, shoring and bracing, or an equivalent method, for the protection of life or limb, which must conform to applicable safety orders. The final submission must be accepted by the City before excavation and must include a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from caving ground during any excavation Work. If

such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**BONDS.** Each Bid must be accompanied by Bid security as described in the Instructions to Bidders in the Contract Documents. Upon Contract award, the successful Bidder shall provide both Payment and Performance Bonds—each at 100% of the Contract Price—to the City Clerk or his or her designee in accordance with Greenbook Section 2-4 and the Contract Documents. Bonds must be on the forms in the Contract Documents, unless other forms meet all of the City’s requirements, including that the Bond limit be automatically increased if the Contract amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety’s form. Whenever Bonds are submitted for this Project, Bidder must also submit a photocopy of each Bond.

**LICENSES.** Each Bidder shall possess a valid Class A Contractor’s license issued by California Contractors State License Board at the time of Bid submission and a current City business license at the time of Contract award.

**RETENTION.** The City shall withhold five percent (5%) of the Contract Price as retention until the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. If no claims have been filed or are pending after the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last, the City shall pay Contractor the amount retained except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment or as may be withheld for any other lawful purposes.

**TRADE NAMES OR EQUALS.** Task Orders may list brand or trade names, in which case the phrase “or equal” shall be assumed unless otherwise stated in writing, along with one or more of the purposes listed in Public Contract Code Section 3400. Requests to substitute an equivalent material, product, thing or service for a brand or trade name material, product, thing or service must be made by written request submitted no later than three (3) Calendar Days following the issuance of a Task Order, unless a different deadline is listed in the Special Provisions. Requests received after this time shall not be considered. Requests must clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

**LIQUIDATED DAMAGES.** Contractor must complete all Work for a Task by the date listed in that Task Order. There will be an assessment for each Calendar Day that Work remains incomplete beyond the Task completion deadline specified in the Task Order, and the specific amount of the liquidated damages per Calendar Day, if any, shall be calculated for each Task and listed in each Task Order, which in any case shall not exceed \$250 per Calendar Day.

Inquiries regarding this Notice Inviting bids may be directed the Construction Project Coordinator [renee.hatcher@oxnard.org](mailto:renee.hatcher@oxnard.org).