

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

OWNER-CONTRACTOR AGREEMENT

CIP 21-04 QUAIL VALLEY NEW FIRE STATION #5

This Owner-Contractor Agreement ("Agreement") is made and entered into for the above referenced Project by and between the City of Menifee ("Agency"), and **ACT 1 CONSTRUCTION, INC.** ("Contractor"), whose principal business address is **444 Sixth Street, Norco, CA 92860** on the 19th day of October, 2022.

In consideration of the mutual covenants and agreements set forth herein, the Agency and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the Work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in accordance with the Contract Documents (as hereinafter defined), including all work, labor, services, materials and equipment described and reasonably inferable from documents enumerated in Exhibit "A" attached hereto and incorporated herein by reference (such construction and furnishing of labor, service, materials and equipment hereinafter referred to as the "Work") in a good worker-like and substantial manner and to the satisfaction of the Agency, in connection with the **CIP 21-04 QUAIL VALLEY NEW FIRE STATION #5** to be constructed in the Quail Valley area in the City of Menifee, California. The term Contract Documents shall mean this Agreement, and all of the items enumerated in Exhibit "A" and all change orders or addenda issued by the Agency with respect thereto. Agency must consent in writing to any changes in the scope of Work. Exhibit "A" shall be deemed revised in accordance with any revisions for which Agency's consent has been issued. Any revisions to the scope of Work for which Agency's consent has not been issued shall be null and void.

2. CONTRACT PRICE

Agency hereby agrees to pay and the Contractor agrees to accept as full compensation for all Work performed in accordance with these Contract Documents the Contract Price as set forth in Exhibit "B", Contract Price, attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence in the performance of Work for this Agreement and all timing requirements shall be strictly adhered to unless otherwise modified by the Agency in accordance with these Bid and Contract Documents.

The Contractor shall complete the Work in every detail to the satisfaction of the Agency, exclusive of maintenance periods, within the specified duration set forth in the Notice to Proceed.

4. DELAYS AND EXTENSIONS OF TIME

See Section 6-6 of the Special Provisions.

5. COVID-19 SAFETY

If Contractor or subcontractor(s) enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

6. LABOR CODE REQUIREMENTS

Pursuant to Labor Code Section 1771.1, the Contractor and all subcontractors shall be registered with the Department of Industrial Relations. Pursuant to Labor Code Section 1771.4, the Contractor is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. [EFFECTIVE APRIL 1, 2015.]

7. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

8. AUTHORIZED AGENCY REPRESENTATIVES

On behalf of the Agency, the City Engineer of the City of Menifee shall be the Agency's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement. The City Engineer may delegate authority in connection with this Agreement to his/her assigned designees.

9. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires 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 Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's 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 Agreement."

10. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Agency and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

11. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Agency and copies thereof shall be furnished to Agency if requested.

12. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Agency. Agency shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Contractor accomplishes such services.

13. LICENSES AND PERMITS

Contractor represents and declares to Agency that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Agency that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

14. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of Riverside, Temecula Branch

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

16. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Agency, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including

attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

(Initial)

(Initial)

17. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Agency and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

AGENCY:

City of Menifee

By: DocuSigned by:
Amador C. Villa, City Manager
Amador C. Villa, City Manager

APPROVED AS TO FORM:

By: DocuSigned by:
Jeffrey T. Melching, City Attorney
Jeffrey T. Melching, City Attorney

ATTEST:

By: DocuSigned by:
Kay Vinson, Acting City Clerk
Stephanie Roseen, Acting City Clerk

CONTRACTOR:

DocuSigned by:
By: Don Trenholm, President
Name: Don Trenholm
Its: President

DocuSigned by:
By: Tiffany Trenholm, VP/Secretary
Name: Tiffany Trenholm
Its: Vice President/Secretary

Contractor's City Business License No.

657517, A, B, C12, C8, C29
State Contractor License No. & Class

444 Sixth Street
Street Address

Norco, CA 92860
City, State, Zip Code

[NOTE: In the event the Contractor is a Corporation, the signatures of two separate persons holding different offices must be provided.]

EXHIBIT A
CONTRACT DOCUMENTS

Owner-Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

Standard Specifications for Public Works Construction and Regional Supplements

State Standard Specifications

State Standard Plans

Permits issued by jurisdictional regulatory agencies

Electric, gas, telephone, and cable television company specifications and standards

EXHIBIT B

CONTRACT PRICE

Eight Million, Six Hundred Twenty Six Thousand, Seven Hundred Ninety Six Dollars and Fifty Seven Cents (\$8,626,796.57)

The Contract Price for performing all Work described in the Contract Documents, including labor, materials, services and equipment is the total amount of all lump sum items and of all unit price sums, determined by multiplying the unit price for each item times the actual quantity of each such item, as determined by the Agency.

Quail Valley New Fire Station #5
CIP No. 21-04

BIDDER'S PROPOSAL (continued)

BID SCHEDULE

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
1	Construct Quail Valley New Fire Station #5 (Include all necessary work items, shop drawings, deferred submittals, site grading, site hardscape, BMP.s, demolitions, removals, installation of utilities, hookup of utilities to temp. staff housing, etc. per plans and specifications to deliver a turn-key facility.)	LS	1	N/A	\$17,962,720.51
2	Stormwater Pollution Prevention Plan and Erosion Control Implementation per specifications	LS	1	N/A	\$20,000.00
3	Construct Landscape and Irrigation per plans and specifications.	LS	1	N/A	\$305,100.00
4	90-day plant establishment period	LS	1	N/A	\$9,000.00
5	Construct Traffic Signal per plans and specifications. Include SCE coordination and power supply.	LS	1	N/A	\$329,976.00
TOTAL					\$18,626,796.51

Total in words: Eight million six hundred twenty-six thousand seven hundred ninety-six dollars 51/100

In the event of a variation between the unit price and extended total, the unit price will be used and the corrected extension will be considered as the amount bid. If the bid is illegible and cannot be reconciled it will be considered non-responsive and will not be considered for award.

The lowest responsive bidder shall be determined by comparing sum of the base bid amount(s) with that of all additive or alternative bids (if any) of bidders deemed by the Owner to be responsive in all other aspects. If equal low bids are received from responsible and responsive bidders the selection shall be made by drawing lots, or other similar random blind method selected by the Owner. If only one responsive bid is received from a responsible bidder the award shall not be made unless the price can be determined to be reasonable based on an analysis by the Owner. The Owner's determination as to the reasonableness of any such bid shall be final.

Quail Valley New Fire Station #5
CIP No. 21-04

BIDDER'S PROPOSAL (continued)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq of the Government Code of the State of California) the undersigned Bidder has set forth below the full name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid.

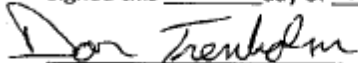
The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, he shall be deemed to have agreed to perform such portion of the work with contractor's own forces. Substitution shall not be allowed, except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the City, setting forth the facts constituting the emergency or necessity. If no subcontractors are to be employed on the project, enter the word "NONE".

Item #	Sub-Contractor	Contact Information Name/e-mail/Phone	License Number	DIR Registration #	Amount of Work	Indicate if partial (Y/N)
1	Polestar Land Surveying 2445 Pinalon Norco, CA 92860	Bob Urbatsch 951-279-4444 urbatsch@global.net	PLS8039	1000035283	\$22,000.00	Y
1	Rhino Electrical Construction 4853 Brookside Ave Fontana, CA 92336	Larry Ferguson 909-463-3838 rhinoelec@aol.com	892952	100001549	\$150,000.00	Y
1	Air Exchange Inc. 445 Edison Ct, Ste A Fairfield, CA 94534	John Whitney John.Whitney@air-exchange.com 920-360-2945	604135	1000011106		Y
1	Serenity Fire Protection 475 Associated Rd Brea, CA 92821	Robert Black 914-914-1463 Robert@serenity-fireprotection.com	902927	1000055751	\$65,000.00	Y
Total Amount of Sub-contracted Work					\$3843,994	

Use an additional sheet and attach if necessary. Number of sheets attached for listed subcontractors 3

Percentage (%) of total contract amount that is subcontracted 45 %
(Do not include specialty items in the calculation.)

Signed this 22nd day of September



Signature of Prime Contractor

Date

Don Trenholm, President

Print name and title

(If the Prime Contractor is a corporation, two signatures of corporate officers are required.)

2022



Signature of Prime Contractor

Date

Tiffany Trenholm, VP/Sec

Print name and title

Quail Valley New Fire Station #5		Designation of Subcontractors		Page:		
Item#	Subcontractor Name	Contact Info - Name/e-mail/Phone	License #	DIR Reg #	Amount of Work \$	Partial Y/N
1	Craft Contracting PO Box 1355 Moreno Valley, CA 92556	Stacy Polk 951-990-2946 admin@craftcon357.com	1028331	1000056158	\$310,000.00	Y
1	Ampersand Contract Signing 3400 San Fernando Group Los Angeles, CA 90065	Ray 323-255-1102 Ray@ampersandesigns.com	655337	1000006664	\$29,035.00	Y
1	Marantha Sheet Metal & C. 411 N. Sullivan St. Santa Ana, CA 92703	Russ Duragan 714-335-5277 Kelly@MaranthaSheetMetal.com	915024	1000030456	\$405,100.00	Y
1	Commercial Roofing Systems 11795 Goldring Rd. Ft. Caladia, CA 91006	Jorge Ponce 626-359-5354	591222	1000000838	\$79,115.00	Y
1	Construction Hardware 216 Pacific St. Pomona, CA 91768	Randy Gardner 909-574-9693	515824	2	\$24,100.00	Y
1						

Total Amount \$

823,250

Quail Valley New Fire Station #5		Designation of Subcontractors		Page:		
Item#	Subcontractor Name	Contact Info - Name/e-mail/Phone	License #	DIR Reg #	Amount of Work \$	Partial Y/N
5	MST Electric, Inc. 2418 E. La Jolla St. Anaheim, CA 92806	Kevin Moore 714-693-4837 Kevin@mstelectric.com	822450	1000000550	27,000	Y
3 & 4	Rey Art Landscape, Inc. 2283 N. Batavia St. Orange, CA 92665	Rey Ramirez 714-633-9900 Rey@reylandscape.com	754349	1000009094	305,100	Y
1	New Star Construction Services 807 E. Orange Thorne Ave #B Anaheim, CA 92801	George Wisman 714-441-0070 george@newstarfinecabinetry.com	103776	1000056859	\$126,000.00	Y
5	Crosstown Electrical & Data, Inc. 5454 Diaz Street Irvine, CA 92706	Mike Cellerar 949-813-6693 micheal@crosstowndata.com	756309	1000000155	\$276,976.00	Y
1	Oak Hollow Restoration 9600 6th St #101A-110 Norco, CA 92860	Troy Parry 951-595-2530 troy@oakhollowrestoration.com	1051967	1000364957	\$121,500	Y
1	Elite Air Conditioning, Inc. PO Box 17514 Norco, CA 92860	Nick Evans 951-272-8900	—	—	2	—
1	ACH Mechanical Contractors 411 Business Center Ct. Redlands, CA 92373	Dino Gonzalez 909-320-1888 dgonzalez@achmechanical.com	780560	1000003396	\$582,000.00	Y

Total Amount \$

1,451,570

Quail Valley New Fire Station #5		Designation of Subcontractors		Page:		
Item#	Subcontractor Name	Contact Info - Name/e-mail/Phone	License #	DIR Reg #	Amount of Work \$	Partial Y/N
1	WB Flooring Solutions, Inc. 8975 Vernon Ave. Ste A Montclair, CA 91763	Keary Waltz kw@wbflooringinc.com 909-920-5238	1009585	1000036789	\$58,666.00	Y
1	Weber's Plumbing, Inc. PO Box 549 Winchester, CA 92596	Justin Weber justin@weberplumbing.com 951-926-5452	444338	1000856354	\$293,000.00	Y
1	Wolverine Fence Company Inc. 930 S. Cypress St. La Habra, CA 90631	Lonnie Lopez 562-948-2030 Llopez@wolverinefence.com	870586	1000009678	\$100,000	Y
1	FCP Inc. PO Box 1555 Windsor, CA 92595	Larry Collins 951-678-4511 Lcollins@fcplighting.com	847398	1000042628	PT	Y
1	Suntek Roofing PO Box 460623 Escondido, CA 92046	Terry Allen 760-717-2031 suntekroofing@gmail.com	929634	100000921	\$22,000.00	Y
+	McDonnell Roofing Inc. 1215 Columbia Ave. Riverside, CA 92507	Chad Kozak 714-844-2814 chad@mcdonnellroofing.com	003230	1000005078	2 Rem new	-
1	National Garage Door 3185 Fitzgerald Rd. Rancho Cordova, CA 95642	Kevin Lewis 916-638-4554 kevin@nationalgaragedoor.com	902465	1000004144	\$258,508.00	Y

Total Amount \$ 732,174

BIDDER'S PROPOSAL
Quail Valley New Fire Station #5
CIP 21-04

The undersigned hereby proposes to furnish all labor, materials, and equipment for the Quail Valley New Fire Station #5, CIP No. 21-04, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the plans, specifications, all other referenced documents and all codes and regulations the prices shown on this proposal.

The undersigned has examined the location of the proposed work, and is familiar with the plans and specifications and the local conditions at the place the work is to be done, and also understands that the project will be completely constructed in turn-key condition acceptable to the Owner be for the price of the proposal, including all fees and sales tax upon any materials so furnished. The undersigned has also carefully checked all of the figures given and understands that the Owner will be responsible for any errors or omissions on the part of the undersigned in submitting this proposal.

The Contractor confirms that his/her bid is submitted with respect to the changes to the contract included in all addenda issued by the Owner.

Receipt is hereby acknowledged of Addenda No.(s) 1, 2 & 3

The undersigned has examined the current State of California schedule of prevailing wage rates for the types of work to be done on this project and agrees to pay not less than these rates.

Bid Forms/Documentation Requirements Checklist

- ☐ **BIDDER'S PROPOSAL / ADDENDA ACKNOWLEDEMENT**
- ☐ **BID SCHEDULE FORM (SCHEDULE)**
- ☐ **CERTIFICATE REGARDING CONTRACTOR'S LICENSE**
- ☐ **BID SECURITY. CASHIER'S CHECK OR BID BOND**
- ☐ **NON-COLLUSION AFFIDAVIT**
- ☐ **CONTRACTOR'S REFERENCE LIST**
- ☐ **DESIGNATION OF SUBCONTRACTORS**
- ☐ **CONTRACTOR'S CERTIFICATE OF WORKER'S COMPENSATION INSURANCE**
- ☐ **DEBARMENT AND SUSPENSION CERTIFICATION**
- ☐ **CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION**
- ☐ **COPY OF CA DEPT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION**
- ☐ **CERTIFICATION OF VERIFORCE QUALIFIED TRENCHING/ BACKFILLING CONTRACTOR**

All Bidders are REQUIRED to use unit prices where indicated and to complete this schedule.
 All items shall be complete and in place per plans (if applicable) and these Bid and Contract Documents.

Quail Valley New Fire Station #5
CIP No. 21-04

BIDDER'S PROPOSAL (continued)

All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection.

The quantities listed in the bid proposal are provided to give a general indication of the scope of the work and for the comparison of bids. No warranty is made, either expressed or implied, that the actual quantities of work to be done will correspond therewith. Item numbers followed by "(S)" are designated as specialty items.

By signing and submitting this bid the Contractor confirms that they are familiar with the work site and all existing conditions that may affect their work and that they have read and agree to all the terms, conditions and requirements contained or referenced herein and that all the aforementioned has been included in the bid prices listed above including items of work that may not have a specific pay line item and that there shall be no additional costs to the Owner.

WARNING: If an addendum or addenda have been issued by the Owner and not noted above as being received by the bidder, this Bid may be rejected.

Quail Valley New Fire Station #5
CIP No. 21-04

BIDDER'S PROPOSAL (continued)

Complete the following:

Act 1 Construction, Inc.

Legal name of the business

Corporation

Business Type (Corporation, Partnership, Sole Proprietor)

none

DBA (if any)

Don Trenholm, President

Name and title of the owner

Tiffany Trenholm, VP/Sec

Name and title of second partner or officer

444 Sixth St., Norco, CA 92860

Business Address

951-735-1184

Telephone number

951-737-5342

Facsimile number

bids@act1const.com

Email address of primary contact

act1const.com

Company web address



Signature of Prime Contractor

Date

Don Trenholm, President

Print name and title



Signature of Prime Contractor

Date

Tiffany Trenholm, VP/Sec

Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)