

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

**OWNER-CONTRACTOR AGREEMENT**

**CIP 24-21 MENIFEE ROAD RESURFACING ALDERGATE DRIVE TO MCCALL BOULEVARD**

This Owner-Contractor Agreement (“Agreement”) is made and entered into for the above referenced Project by and between the City of Menifee (“Agency”), and **COPP CONTRACTING, INC.** (“Contractor”), whose principal business address is **6751 STANTON AVE, BUENA PARK, CA 90621** on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 24-21 MENIFEE ROAD RESURFACING ALDERGATE DRIVE TO MCCALL BOULEVARD** to be constructed 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.

[Signatures are on the follow page]

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

**AGENCY:**

City of Menifee

By: \_\_\_\_\_

Armando G. Villa, City Manager

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: Ezekiel A. Copp, President

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Jeffrey T. Melching, City Attorney

By: \_\_\_\_\_

Name: Erlinda Copp, Secretary

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Stephanie Roseen, Acting City Clerk

Contractor's City Business License No. \_\_\_\_\_

State Contractor License No. & Class \_\_\_\_\_

6751 STANTON AVE

Street Address

BUENA PARK, CA 90621

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**

If the Services include Services pursuant to a request for proposals or bid, the Services shall include the work contemplated by the entire “Bid Package” or “Request for Proposals” for the Services, including all plans, addenda, documentation, and specifications attached thereto. A copy of the Bid Package and/or Request for Proposals, as applicable, shall be retained with a copy of this Agreement. Contractor shall keep a copy of the same for at least three (3) years following termination of this Agreement.

The numerical reference for the Bid Package or Request for Proposals is: 75.

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**

**One Million Four Hundred Thirty Thousand Four Hundred Seventy Dollars and Ninety Two Cents (\$1,430,470.92)**

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.

**Menifee Road Resurfacing – Aldergate Dr to McCall Blvd (CIP No. 24-21)**

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the **Menifee Road Resurfacing – Aldergate Dr to McCall Blvd, CIP No. 24-21**, 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 (6/12/2024)

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 ACKNOWLEDGEMENT
- ☒ 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
- ☒ RELIABLE CONTRACTOR DECLARATION FORM

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.





Menifee Road Resurfacing – Aldergate Dr to McCall Blvd (CIP No. 24-21)

**BID SCHEDULE- CONTINUED**

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
17	INSTALL BIKE LANE BUFFER	LF	2,000	\$1.05	\$2,100.00
18	INSTALL THERMOPLASTIC CONFLICTING BIKE GREEN BAND STRIPE	LF	100	\$55.00	\$5,500.00
19	INSTALL SIGN AND POST	EA	2	\$425.00	\$850.00
20	REMOVE AND SALVAGE EXISTING SIGN AND/OR POST.	EA	3	\$200.00	\$600.00
21	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER CA-MUTCD STANDARDS.	EA	89	\$110.00	\$9,790.00
22	INSTALL THERMOPLASTIC 12" SOLID WHITE LIMIT LINE PER CA-MUTCD STANDARDS.	LF	325	\$6.00	\$1,950.00
23	INSTALL THERMOPLASTIC CONTINENTAL CROSSWALK	LF	350	\$6.00	\$2,100.00
24	INSTALL THERMOPLASTIC 6" SOLID WHITE LINE WITH TYPE "G" RPM'S AT 25' O.C., 2" OFFSET FROM LINE	LF	1,275	\$1.00	\$1,275.00
25	INSTALL THERMOPLASTIC 6" WHITE LANE LINE SKIP STRIPE PER CALTRANS STD. PLAN A20A - DETAIL 9	LF	16,400	\$1.00	\$16,400.00
26	INSTALL THERMOPLASTIC 6" DOUBLE YELLOW CENTERLINE STRIPE PER CALTRANS STD. PLAN A20A - DETAIL 22	LF	150	\$3.50	\$525.00
27	INSTALL THERMOPLASTIC 6" WHITE RIGHT EDGE LINE STRIPE PER CALTRANS STD. PLAN A20B - DETAIL 27B	LF	8,600	\$0.90	\$7,740.00
28	INSTALL THERMOPLASTIC 6" DOUBLE YELLOW MEDIAN STRIPE PER CALTRANS STD. PLAN A20B - DETAIL 29	LF	16,900	\$1.50	\$23,350.00
29	INSTALL THERMOPLASTIC 8" WHITE CHANNELIZING LANE LINE STRIPE PER CALTRANS STD. PLAN A20D - DETAIL 38	LF	1,500	\$1.50	\$2,250.00
30	INSTALL THERMOPLASTIC 6" WHITE BIKE LANE STRIPE PER CALTRANS STD. PLAN A20D - DETAIL 39	LF	5,600	\$1.00	\$5,600.00
31	INSTALL THERMOPLASTIC 6" WHITE BIKE LANE INTERSECTION STRIPE PER CALTRANS STD. PLAN A20D - DETAIL 39A	LF	900	\$1.00	\$900.00
32	PAINT 12" WHITE 45° DIAGONAL LINE @ 25' O.C.	LF	950	\$8.00	\$7,600.00
BID TOTAL PRICE (ITEMS 1-32)					<u>\$1,430,470.92</u>

Menifee Road Resurfacing -- Aldergate Dr to McCall Blvd (CIP No. 24-21)

**BID SCHEDULE**

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	LS	1	\$51,000.00	\$51,000.00
2	Preparation of storm water management plan (signed by Registered professional), and Implement of storm water manage plan per special provisions sect. 7-8.6.2 & 7-8.6.3	LS	1	\$3,000.00	\$3,000.00
3	Traffic Control and pedestrian control (signed by Registered Engineer) and implementation of traffic control plan.	LS	1	\$40,000.00	\$40,000.00
4	Survey Centerline Ties & re-establish monuments (see close out documents 4-3 and section 2-9.2)	LS	1	\$6,000.00	\$6,000.00
5	Clearing and Grubbing (see section 300-1,pg.155 of special provisions. Please see page for project removals) (PLEASE PROVIDE BREAKDOWN OF BID ITEMS)	LS	1	\$8,000.00	\$8,000.00
6	2" AC GRIND	SF	379,000	\$0.39	\$147,810.00
7	4' Header Grind (0"-0.5") per detail on sheet 2	SF	11,800	\$0.32	\$3,776.00
8	3/8" thick asphalt rubber aggregate membrane (ARAM)	SY	66,222	\$5.61	\$371,505.42
9	Type II Slurry Seal	TONS	180	\$405.00	\$72,900.00
10	1.7" AC pavement (RUBBERIZED), per details on sheet 2., including related unclassified excavation, subgrade preparation, line and grades, (ARHM see section 203-11)	TONS	4,161	\$133.50	\$555,493.50
11	5" AC TYPE B	TONS	36	\$400.00	\$14,400.00
12	8" CLASS II BASE	CY	27	\$614.00	\$16,578.00
13	Traffic Signal Loops	EA	56	\$493.00	\$27,608.00
14*	Raise man hole per EMWD std #SB 53 & SB-61(will require false bottoms, confined space certified).	EA	5	\$2,750.00	\$13,750.00
15*	Adjust water valve to finished grade per EMWD std #SB-668.	EA	7	\$1,100.00	\$7,700.00
16*	Paint water valve covers blue or purple per EMWD's standard STD#S-B668	EA	7	\$60.00	\$420.00

Menifee Road Resurfacing – Aldergate Dr to McCall Blvd (CIP No. 24-21)

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.

Complete the following:

Copp Contracting, Inc.

Legal name of the business

Corporation

Business Type (Corporation, Partnership, Sole Proprietor)

N/A

DBA (if any)

Ezekiel A Copp - President

Name and title of the owner

Erlinda Copp - Secretary

Name and title of second partner or officer

6751 Stanton Ave., Buena Park, CA 90621

Business Address

(714) 522-7754

Telephone number

(714) 522-2074

Facsimile number

hcopp@coppcontracting.com

Email address of primary contact

coppcontracting.com

Company web address

Erlinda Copp

Signature of Prime Contractor

6-18-24

Date

E. A. Copp

Signature of Prime Contractor

6-18-24

Date

Erlinda Copp, Secretary

Print name and title

Ezekiel A Copp, President

Print name and title

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

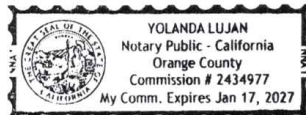
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On June 18, 2024 before me, Yolanda Lujan - Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Ezekiel A Copp and Erlinda Copp  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Proposal Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_