

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

OWNER-CONTRACTOR AGREEMENT

**CIP 19-16 (LAZY CREEK RECREATION CENTER IMPROVEMENT PROJECT)
CONSTRUCTION SERVICES**

This Owner-Contractor Agreement (“Agreement”) is made and entered into for the above referenced Project by and between the City of Menifee (“Agency”), and **OPTIMA RPM, INC** (“Contractor”), whose principal business address is **17945 Sky Park Circle, Suite D, Irvine, CA 92614** on the _____ day of _____, 2021.

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 19-16 (LAZY CREEK RECREATION CENTER IMPROVEMENT PROJECT) CONSTRUCTION SERVICES** to be constructed at the Lazy Creek Recreation Center 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. 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.]

6. 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.

7. 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.

8. 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."

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

14. COUNTERPARTS

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

15. 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)

16. 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: _____
Armando G. Villa, City Manager

CONTRACTOR:

By: _____
Name: Mohamed Mamoun, President
Its: _____

APPROVED AS TO FORM:

By: _____
Jeffrey T. Melching, City Attorney

By: _____
Name: Maykel Hanna- Vice President
Its: _____

ATTEST:

By: _____
Sarah A. Manwaring, City Clerk

Contractor's City Business License No.
961714, Class A,B, C-6, C17
State Contractor License No. & Class
17945 Sky Park Circle, Suite D
Street Address
Irvine, CA 92614
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

One Million Five Hundred Eighty Eight Thousand Five Hundred Seventy Seven Dollars and Zero Cents (\$1,588,577.00)

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.

BASE BID SCHEDULE (New Build)

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	N/A	66,744.00
2	Environmental Protection	LS	1	N/A	2,000.00
3	Construction Survey	LS	1	N/A	8,221.00
4	Remove Concrete	SF	300	\$ 25	7,500.00
5	New Slab on Grade Footings/ Rebar	LS	1	\$	79,000.00
6	Site Concrete and Flatwork	LS	1	N/A	42,000.00
7	Steel Columns installed and connections	LS	1	\$	97,200.00
8	Roof Beams and Connections	LS	1	\$	27,054.00
9	Rough Framing and Carpentry	LS	1	N/A	105,000.00
10	Framing / Drywall	LS	1	N/A	13,100.00
11	Building Insulation	LS	1	N/A	1,500.00
12	Metal Roof/ Sheet Metal/ Flashing	LS	1	\$	37,000.00
13	Masonry and Exterior Stucco	LS	1	N/A	12,300.00
14	Demo / Relocate Existing Fencing	LS	1	\$	3,500.00
15	Electrical Service panels, Conduit, Wire, and Outlets and all electrical support for building systems/ alarms/ Furniture, Fixtures, and Equipment	LS	1	N/A	74,000.00
16	Fire Alarm	LS	1	N/A	1,020.00
17	Data and Power (Wifi support , etc)	LS	1	N/A	4,316.00

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
18	Plumbing fixtures, sewer, piping, supports	LS	1	\$	48,195.00
19	Mechanical Systems including condensor / pads/ all ducts, piping, supports	LS	1	\$	123,900.00
20	Existing Fence Relocation	LS	1	N/A	1,620.00
21	Provide New Fencing / Gate, Installation, and Hardware	LS	1	\$	47,520.00
22	Exterior Gutters	LS	1	N/A	2,300.00
23	Doors/ Frames/ Hardware	LS	1	N/A	25,000.00
24	Interior: Finishes / Carpet / Flooring/ Paint/ Trim / Millwork	LS	1	\$	62,000.00
25	Exterior Paint	LS	1	N/A	26,000.00
26	Windows/ Folding Doors	LS	1	N/A	70,000.00
27	Site Utilites	LS	1	\$	93,000.00
28	Earthwork/Site Work	LS	1	\$	42,000.00
29	Sewer Line Tie in to Stree	LS	1	N/A	11,000.00
TOTAL BASE BID SCHEDULE (New Build):					\$1,137,970.00

BASE BID SCHEDULE (Remodel)

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
1	Interior Demo	LS	1	\$	14,000.00
2	Rough Framing and Carpentry	LS	1	N/A	33,400.00
3	Framing / Drywall	LS	1	N/A	52,000.00
4	Building Insulation	LS	1	N/A	2,000.00
5	Roof Demo	LS	1	N/A	4,860.00
6	Metal Roof/ Sheet Metal/ Flashing/Facia	LS	1	\$	47,000.00
7	Masonry and Exterior Stucco	LS	1	N/A	5,200.00
8	Electrical Service panels, Conduit, Wire, and Outlets and all electrical support for building systems/ alarms/ Furniture, Fixtures, and Equipment	LS	1	N/A	90,000.00
9	Fire Alarm	LS	1	N/A	1,000.00
10	Data and Power (Wifi support , etc)	LS	1	N/A	6,804.00
11	Plumbing fixtures, sewer, piping, supports	LS	1	\$	20,655.00
12	Mechanical Systems including condensor / pads/ all ducts, piping, supports	LS	1	\$	25,488.00
13	Doors/ Frames/ Hardware	LS	1	N/A	25,000.00
14	Interior: Finishes / Carpet / Flooring/ Paint/ Trim / Millwork	LS	1	\$	62,000.00
15	Exterior Paint	LS	1	N/A	26,000.00
16	Windows	LS	1	N/A	32,000.00
17	Site Utilites	LS	1	\$	3,200.00
TOTAL BASE BID SCHEDULE (Remodel):					\$ 450,607.00

Total Bid Price = Base Bid Schedule (New Build) + Base Bid Schedule (Remodel)

Total Bid Price in Digits: \$ 1,588,577.00

Total in words: one million five hundred eighty-eight thousand five hundred seventy-seven

In the UNIT column (LS) denotes a lump sum item. See Section 9 of the General Provisions for details. 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.

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.

Complete the following:

Optima RPM, Inc.
Legal name of the business
Corporation
Business Type (Corporation, Partnership, Sole Proprietor)
N/A
DBA (if any)
Mohamed Mamoun-President
Name and title of the owner
Maykel Hanna-Vice President
Name and title of second partner or officer
17945 Sky Park Circle, Suite D, Irvine, CA 92614
Business Address
949-724-1399
Telephone number
949-724-1851
Facsimile number
mmamoun@optimarpm.com; mhanna@optimarpm.com
Email address of primary contact
www.optimarpm.com
Company web address

 01/06/2021
Signature of Prime Contractor Date

Mohamed Mamoun, President
Print name and title

 01/06/2021
Signature of Prime Contractor Date

Maykel Hanna, Vice President
Print name and title

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

CERTIFICATE REGARDING CONTRACTOR'S LICENSE

1. Contractor is required to possess one of the following State Contractor's License:

State of California Class "B" Contractor's License

2. A failure to possess the required license, a failure to truthfully set forth the following information, or a failure to execute this Certificate renders the proposal nonresponsive and requires the City to reject the proposal. (Business and Professions Code Section 7028.15)

3. Contractor declares, under penalty of perjury, that he possesses the required Contractor's license(s) which:

a. Bears the license number(s): 961714

b. Expires on: 06/30/2021

 01/06/2021
Signature of Prime Contractor Date

Mohamed Mamoun, President
Print name and title

 01/06/2021
Signature of Prime Contractor Date

Maykel Hanna, Vice President
Print name and title

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

This required license determination has been made by the Owner. Any Contractor holding a different license who feels he is qualified to bid on this work must so advise the owner at least seven (7) days prior to the bid opening. A review of the contemplated work will be made and the Owner's decision as to the required license will be final.