

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

OWNER-CONTRACTOR AGREEMENT

FY 20/21 AUDIE MURPHY RANCH (AMR) CRACK SEALING 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 **SAFE USA, INC** ("Contractor"), whose principal business address is **1030 N MOUNTAIN AVE. #180, ONTARIO, CA 91762** 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 **FY 20/21 AUDIE MURPHY RANCH (AMR) CRACK SEALING SERVICES** to be constructed at the Various Streets/AUDIE MURPHY RANCH 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: _____
Armando G. Villa, City Manager

APPROVED AS TO FORM:

By: _____
Jeffrey T. Melching, City Attorney

ATTEST:

By: _____
Sarah A. Manwaring, City Clerk

CONTRACTOR:

By: _____
Name: Jacob Coplenas, President
Its: _____

By: _____
Name: Monica Coplenas, Secretary
Its: _____

Contractor's City Business License No.
874085, C-32
State Contractor License No. & Class
1030 N MOUNTAIN AVE. #180
Street Address
ONTARIO, CA 91762
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

Ninety Two Thousand Three Hundred Fourteen Dollars and Eighty Eight Cents (\$92,314.88)

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.

AUDIE MURPHY RANCH (AMR) CRACK SEAL
PROJECT NO: PW 21-02

BIDDER'S PROPOSAL (continued)

BID SCHEDULE

#	STREET NAME	FROM	TO	ESTIMATED SF of STREET	ESTIMATED CENTERLINE LENGTH (LF) of STREET
1	Berea Rd	Normandy Rd	Newport Rd	16,740	465
2	Derby Hill Dr	Twyman Wy	Newport Rd	14,688	272
3	Desperado Ct	Twyman Wy	Cul-de-sac	18,522	150
4	Hitch Rail Ln	Twyman Wy	Rocking Horse Ct	75,087	985
5	Normandy Rd	La Ladera Rd	Cul-de-sac	178,519	2,834
6	Renegade Ct	Twyman Wy	Cul-de-sac	16,670	135
7	Rio Bravo Ct	Hitch Rail Ln	Cul-de-sac	31,617	470
8	Rocking Horse Ct	Twyman Wy	Cul-de-sac	88,095	1,229
9	Sergeant Kelly Dr	Hitch Rail Ln	Newport Rd	8,262	243
10	Showdown Ct	Twyman Wy	Cul-de-sac	17,658	143
11	Twyman Wy	Derby Hill Dr	Rocking Horse Ct	131,626	1,535
12	Apache Hill Cr	Stage Coach Rd	Cul-de-sac	32,559	484
13	Buckboard Ln	Stage Coach Rd	Cul-de-sac	112,820	1,480
14	Dapple Grey Wy	Derby Hill Dr	Cul-de-sac	46,807	653
15	Derby Hill Dr	Newport Rd	Stage Coach Rd	69,345	1,541
16	Gallup Ct	Rattle Dance Wy	Cul-de-sac	82,827	913
17	Gant Ct	Stage Coach Rd	Cul-de-sac	31,826	444
18	High Noon Ct	Stage Coach Rd	Cul-de-sac	13,756	170
19	High Plains Ct	Wild View Rd	Cul-de-sac	64,741	755
20	Lone Acres Rd	Cul-de-sac	Cul-de-sac	129,629	1,927
21	Lone Pine Dr	Newport Rd	Rattle Dance Wy	25,725	525
22	Lost Colt Ct	Saddlehorn Wy	Cul-de-sac	16,148	178
23	Prairie Trail Ct	Lone Pine Dr	Cul-de-sac	43,375	569
24	Rattle Dance Wy	Lone Pine Dr	Wild View Rd	55,090	1,574
25	Saddlehorn Wy	Rattle Dance Wy	Wild View Rd	38,220	980
26	Shenandoah Ct	Wagon Trail Ln	Cul-de-sac	28,242	394
27	Sidesaddle Ct	Saddlehorn Wy	Cul-de-sac	15,422	170
28	Spur Branch	Lone Acres Rd	Water Wheel Ct	9,083	293
29	Stage Coach Rd	Lone Acres Rd	Cul-de-sac	252,564	2,784
30	Wagon Trail Ln	Dapple Grey Wy	Stage Coach Rd	33,000	1,000
31	Warm Lodge Ct	Wagon Trail Ln	Cul-de-sac	14,470	151
32	Water Wheel Ct	Derby Hill Dr	Cul-de-sac	128,711	1,501
33	Wide Plains Ct	Gallup Ct	Cul-de-sac	34,308	510
34	Wild View Rd	Stage Coach Rd	Cul-de-sac	139,203	1,942
35	Alamo Ct	Cowboy Ln	Cul-de-sac	33,976	474
36	Ambush Ct	Alamo Ct	Cul-de-sac	21,594	321
37	Buffalo Cr	Changing Wind Ln	Cul-de-sac	46,685	694
38	Caravan Ct	Changing Wind Ln	Cul-de-sac	69,673	972

AUDIE MURPHY RANCH (AMR) CRACK SEAL
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BIDDER'S PROPOSAL (continued)

#	STREET NAME	FROM	TO	ESTIMATED SF of STREET	ESTIMATED CENTERLINE LENGTH (LF) of STREET
39	Changing Wind Ln	Roundup Cr	Buffalo Cr	16,368	528
40	Cowboy Ln	Caravan Ct	Prospector Ct	34,176	1,068
41	Moonlighter Wy	Murphy Ranch Rd	Night Passage Pl	4,650	150
42	Murphy Ranch Rd	Newport Rd	Murrieta Rd	148,473	3,159
43	Night Passage Pl	Cul-de-sac	Cul-de-sac	63,970	746
44	Prospector Ct	Wilderness Ln	Cul-de-sac	81,800	1,216
45	Pueblo Ct	Cowboy Ln	Cul-de-sac	39,689	590
46	Rancher Ln	Murphy Ranch Rd	Wilderness Wy	4,836	156
47	Roundup Cr	Rustler Wy	Cul-de-sac	44,667	664
48	Rustler Wy	Murphy Ranch Rd	Buffalo Cr	19,635	595
49	Wilderness Wy	Prospector Ct	Cul-de-sac	32,290	480
TOTAL ESTIMATED AREA:				2,677,838	41,212
LUMP SUM TOTAL ¹ :				92,314.88	

1 – Shall include materials, equipment, labor, traffic control, mobilization, public notification and any other related items necessary to complete the work. See Appendix Special Provisions Part 2.

Total Bid Item in words: Ninety-Two thousand three hundred Fourteen dollars and Eighty Eight + Cents.

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.

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.

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

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

AUDIE MURPHY RANCH (AMR) CRACK SEAL
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BIDDER'S PROPOSAL (continued)

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:

Safe Usa, Inc.
Legal name of the business'

Corporation
Business Type (Corporation, Partnership, Sole Proprietor)

DBA (if any)

Jacob Copenas - President
Name and title of the owner

Monica - Copenas Secretary
Name and title of second partner or officer

1030 N. mountain Ave #180, ontano, ca. 91762
Business Address

909-983-0703
Telephone number

909-988-6131
Facsimile number

Jacob@safeusa.com
Email address of primary contact

Company web address

<u>[Signature]</u>	<u>5-27-21</u>	<u>[Signature]</u>	<u>5-27-2021</u>
Signature of Prime Contractor	Date	Signature of Prime Contractor	Date

Jacob Copenas - President
Print name and title

Monica Copenas - Secretary
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 "**C-32 and/or C-12**" 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): 874085
- b. Expires on: 11/30/2022

Jacob G 5-25-2021
Signature of Prime Contractor Date
Jacob Coplenas - President
Print name and title

Monica G 5-25-2021
Signature of Prime Contractor Date
Monica Coplenas - Secretary
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.