

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

**OWNER-CONTRACTOR AGREEMENT**

**CIP 22-15 ANTELOPE ROAD/MSJC ENTRANCE TRAFFIC SIGNAL**

This Owner-Contractor Agreement (“Agreement”) is made and entered into for the above referenced Project by and between the City of Menifee (“Agency”), and **CALIFORNIA PROFESSIONAL ENGINEERING INC** (“Contractor”), whose principal business address is **19062 San Jose Ave., La Puente, CA 91748** 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 22-15 ANTELOPE ROAD/MSJC ENTRANCE TRAFFIC SIGNAL** to be constructed at the Antelope / MSJC Entrance 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:**

**CONTRACTOR:**

City of Menifee

\_\_\_\_\_

By:

By:

\_\_\_\_\_  
Armando G. Villa, City Manager

\_\_\_\_\_  
Name: Van Nguyen, President and Secretary

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

APPROVED AS TO FORM:

By:

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

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

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

ATTEST:

By:

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

\_\_\_\_\_  
Kay Vinson, Acting City Clerk

\_\_\_\_\_  
793907, Class C10, A, and C20

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

\_\_\_\_\_  
19062 San Jose Ave.

\_\_\_\_\_  
Street Address

La Puente, CA 91748  
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**

**Six Hundred Four Thousand Five Hundred Fourteen Dollars and Zero Cents (\$604,514.00)**

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.

Antelope Rd/MSJC Entrance Traffic Signal  
CIP No. 22-15

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the **Antelope Road/MSJC Entrance Traffic Signal, CIP No. 22-15**, 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

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.

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.

**BID SCHEDULE**  
**"BASE BID"**

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	LS	1	18454	18454
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	<del>120</del> 2600	2600
3	Traffic Control and pedestrian control (signed by Registered Engineer) and implementation of traffic control plan.	LS	1	8000	8000
4	Construction Staking (ADA Ramps)	LS	1	10000	10000
5	Survey Centerline Ties & re-establish monuments (see close out documents 4-3 and section 2-9.2)	LS	1	1100	1100
6	Clearing and Grubbing (see section 300-1,pg.174 of special provisions)	LS	1	6900	6900
7	Unclassified Excavation (Traffic Signal Foundations)	LS	1	500	500
8	6" AC pavement (CONVENTIONAL) per details on sheet 2. , including related unclassified excavation, subgrade preparation, line and grades,(PG70-10,see section 203-1)	TON	90	402.54	36225
9	8" of Class 2 aggregate base	CY	60	115	6900
10	Construct 4" concrete sidewalk per city std. #400	SF	200	17.25	3450
11**	Construct concrete pedestrian ramp type 1 from BC to EC (this includes ADA ramp with 6"/8" retaining curb, sidewalk, curb, gutter and spandrel) per city of Menifee std's: #200,209,400,405 including related unclassified excavation, subgrade preparation, line and grade.	EA	2	12650	25300
12**	Construct concrete pedestrian ramp type 1 (this includes ADA ramp with 6"/8" retaining curb, sidewalk, curb, gutter) per city of Menifee std's: #200,400,405 including related unclassified excavation, subgrade preparation, line and grade.	EA	1	12650	12650

**BID SCHEDULE-CONTINUED**  
**"BASE BID"**

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
13	Construct 6" concrete curb & gutter per city std. #200	LF	31	80	2480
14	Construct 6" concrete curb per city std. #202	LF	70	57	3990
15	Traffic Signing & Striping (Refer to Signing & Striping Plan, sheet 4)	LS	1	21870	21870
16	Complete Traffic Signal System (Including but not limited to all work, labor, material, equipment, utility coordination, utility work order work, trenching, trench restoration, removal/repair/replacement/relocation of any existing improvements or facilities, conduit pedestals, vaults, poles, borings, import, export, footings all electrical work, incidentals, New SCE meter plan and anything else necessary to install the complete and fully functional Traffic Signal System all in compliance with the contract documents and all relevant standards, codes, and ordinances to the satisfaction of the Engineer. (Refer to Traffic Signal Plan, sheet 5)	LS	1	412,939 <del>412,939</del>	412,939
BID-A SUB TOTAL PRICE (ITEMS 1-16)					\$ <u>573,014</u>

**BID SCHEDULE**  
**ADDITIVE BID "A"**

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
17	Install 750' of additional 3"&2" conduit per city of Menifee std.#1005	LS	1	31,500	31,500
BID B SUB TOTAL PRICE (ITEM 17)					\$ <u>31,500</u>

**BID SUMMARY TABLE**

BASE BID SCHEDULE -	573,014
five hundred seventy three <sup>thousand</sup> and fourteen dollars (Total in words)	
ADDITIVE BID SCHEDULE A-	31,500
thirty one thousand five hundred dollars (Total in words)	
BID SCHEDULE (BASE BID +ADDITIVE BID A)	604,514
Six hundred four thousand, five hundred fourteen (Grand total in words)	dollars

\*\* Bid item #11,&12. This provision includes all work and labor necessary to remove and dispose of all existing concrete or other material and install new PCC. Existing concrete will be saw cut at the terminus of a complete panel or joint to the satisfaction of the Engineer. The contractor shall be responsible for ensuring any newly constructed work is ADA compliant which may include modifications to standard drawings to address site/location specific issues. The area to be removed may need to extend beyond the dimensions shown in the Contract Documents or reference drawing(s) to provide enough transition area so all new work placed is ADA compliant. Contractor shall investigate each location and ensure all necessary work including the transitions areas are included in the cost of the bid item. Bid item also includes up to 6-in of export and/or import. Bid item also includes the cutting back of any roots. The Contractor shall provide the City with 48 hours advance notice in writing prior to any root trimming to confirm the limits with City Staff. Unit cost also includes removal, replacement, relocation, and/or adjustment to grade of any public and/or private improvements during demolition and/or construction as necessary to complete the work, including but not limited to, asphalt (including cold milling), landscaping, fencing, irrigation, utility meter boxes, manholes, cleanouts, survey markers of any kind, posts, and signs. If any of the work installed is not ADA compliant, at the sole discretion of the Engineer, said work shall be immediately removed and replaced at no charge to the City.

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.

**LOW BID DETERMINATION:**

The low bid will be determined pursuant to Public Contract Code Section 20103.8 (b) the lowest bid shall be the lowest total of the bid prices on the base contract and those additive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price (lowest bid will be determined as Base Bid plus Additive Bid "A").

A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract by the City Council. The bid bond shall be 10 percent of Base Bid plus Additive Bid "A". 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.

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:

California Professional Engineering, Inc.  
Legal name of the business

Corporation  
Business Type (Corporation, Partnership, Sole Proprietor)

\_\_\_\_\_  
DBA (if any)

Van Nguyen, President, Secretary  
Name and title of the owner

\_\_\_\_\_  
Name and title of second partner or officer

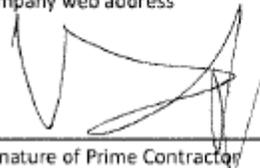
19062 San Jose Ave, La Puente, CA 91748  
Business Address

626-810-1338  
Telephone number

626-810-1322  
Facsimile number

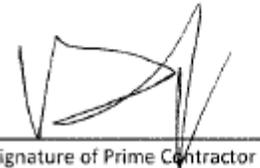
van@cpengineeringinc.com / estimating@cpengineeringinc.com  
Email address of primary contact

cpengineeringinc.com  
Company web address

  
\_\_\_\_\_  
Signature of Prime Contractor

09/13/2022  
Date

Van Nguyen, President  
Print name and title

  
\_\_\_\_\_  
Signature of Prime Contractor

09/13/202  
Date

Van Nguyen, Secretary  
Print name and title

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