

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

OWNER-CONTRACTOR AGREEMENT

CIP 23-07 MURRIETA ROAD RESURFACING PROJECT

This Owner-Contractor Agreement (“Agreement”) is made and entered into for the above referenced Project by and between the City of Menifee (“Agency”), and **ALL AMERICAN ASPHALT** (“Contractor”), whose principal business address is **400 East Sixth Street, Corona, CA 92879** 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 23-07 MURRIETA ROAD RESURFACING PROJECT** to be constructed at the _____ 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

CONTRACTOR:

All American Asphalt

By: _____
Name: Michael Farkas, Secretary
Its: _____

APPROVED AS TO FORM:

By: _____
Jeffrey T. Melching, City Attorney

By: _____
Name: Edward J. Carlson, Vice President
Its: _____

ATTEST:

By: _____
Kay Vinson, City Clerk

035085
Contractor's City Business License No.
State Contractor License No. & Class

400 East Sixth Street
Street Address

Corona, CA 92879
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 Nine Hundred Sixty Two Thousand Two Hundred Twenty Two Dollars and Zero Cents (\$1,962,222.00)

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.

BIDDER'S PROPOSAL
Murrieta Rd Resurfacing And Improvements Project
CIP 23-07

APPENDIX 1
BID DOCUMENTS

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the **MURRIETA RD RESURFACING AND IMPROVEMENTS PROJECT, CIP 23-07**, 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) _____

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 – (PRIME AND SUB_CONTRACTORS).**

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

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization (Not to Exceed \$150,000)	LS	1	80,972	80,972
2	Public Notifications	LS	1	10,000	10,000
3	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	LS	1	10,000	10,000
4	Traffic Control and pedestrian control (signed by Registered Engineer) and implementation of traffic control plan.	LS	1	162,800	162,800
5	Clearing and Grubbing (see section 300-1 of special provisions)	LS	1	100,000	100,000
6	Sawcut existing AC and PCC for removals	LF	3,500	3.50	12,250
7	Construction Survey: Staking, Survey Centerline Ties & re-establish monuments (see close out documents 4-3 and section 2-9.2)	LS	1	27,000	27,000
8**	Construct concrete pedestrian ramp type 1 from BC to EC per city of Menifee std's: #200,400,405 including related unclassified excavation, subgrade preparation, line and grade.	EA	5	10,000	50,000
9	Construct concrete spandrel per city std. #209 (this includes curb & gutter to be poured monolithic)	EA	5	12,000	60,000
10	Unclassified Excavation (include fill and subgrade preparation under new roadway and median see section 300-2 of special provisions)	CY	775	88.00	68,200
11	2" to 2.5" AC grind	SF	71,500	.37	26,455 26,450 EC
12	8' Header grind (0" to 2.5")	SF	41,500	.21	8,715
13	Longitudinal/Transitional grind (0"-2.5")	SF	5,000	.21	1,050

BID SCHEDULE (CONTINUED)

1-3

MURRIETA RD RESURFACING AND IMPROVEMENTS
CIP 23-07

BIDDER'S PROPOSAL (continued)

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
14	Asphalt Rubber Hot Mix (ARHM)	TONS	2,600	124. ⁰⁰	322,400
15	Asphalt Rubber Hot Mix (TEST STRIP)	TONS	500	124. ⁰⁰	62,000
16	AC Leveling course (D2-PG70-10)	TONS	2,120	116. ⁰⁰	245,920
17	AC Base Course (B-PG70-10)	TONS	480	163. ⁰⁰	78,240
18	Deep Lift (full depth) Asphalt	TONS	240	163. ⁰⁰	39,120
19	Aggregate Base (Class II)	CY	423	50. ⁰⁰	21,150
20	6" AC Berm per city STD. 204	LF	300	55. ⁰⁰	16,500
21	12" (D-3000) double reinforced RCP Storm drain	LF	42	400. ⁰⁰	16,800
22	Transition drainage structure (Air-placed concrete)	EA	3	8,400	25,200
23	Type B gravity wall per SDRSD C-9	LF	20	600. ⁰⁰	12,000
24	Rock lined Channel per detail 6 on sheet st6	LF	1,100	55. ⁰⁰	60,500
25	8" curb & gutter per std 201	LF	90	85. ⁰⁰	7,650
26	Type 8A curb per std 203	LF	1,800	35. ⁰⁰	63,000
27	Concrete curb outlet per city std. #304	EA	1	8,000	8,000
28	Drainage inlet structure per SDRSD D-39	EA	1	7,000	7,000
29	12" CMP per std 812	LF	30	340. ⁰⁰	10,200
30	Connect new CMP to existing MH per plans	LS	1	3,200	3,200
31	stamp concrete infill per city std. #130	SF	4,000	15. ⁰⁰	60,000
32	Construct PCC sidewalk per city std. #400	SF	360	14. ⁰⁰	5,040
33	Construct brow ditch type b per SDRSD D-75 (Air-placed concrete)	LF	250	200. ⁰⁰	50,000
34	Signing and striping per plans	LS	1	52,500	52,500

BID SCHEDULE (CONTINUED)

MURRIETA RD RESURFACING AND IMPROVEMENTS
CIP 23-07

BIDDER'S PROPOSAL (continued)

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
35	Remove and Dispose of Concrete Cross Gutter at Newport (Nightwork). Install temp. steel plates	SF	2,400	17.00	40,800
36	Construct Rapid Set Concrete (RSC) cross gutter at Newport (Night work) per plans and std 209	SF	3,500	21.00	73,500
37	Night work paving allowance at Newport (asphalt quantities for materials are already included in the corresponding bid items above)	LS	1	5,000	5,000
BID-A SUB TOTAL PRICE (ITEMS 1-37)					\$59,060.00 1,903,162.00
OPTIONAL ITEMS					
38*	Raise manhole to grade per EMWD std #SB 53 & SB-61(will require false bottoms, confined space certified).	EA	17	1,400	23,800
39*	Adjust water valve to finished grade per EMWD std #SB-668.	EA	37	850.00	31,450
40*	Paint water valve covers blue or purple per EMWD's standard STD#S-B668	EA	37	80.00	2,960
41*	Adjust gas valve to finished grade	EA	1	850.00	850.00
BID-B SUB TOTAL PRICE (ITEMS 38-41)					\$59,060.00 59,060.00
TOTAL BID (A+B)					\$1,962,222.00

Total in words: one million nine hundred sixty two thousand two hundred twenty two

* Optional Bid items #37 through #39 (if awarded) water items will be installed, and inspected per Eastern Municipal Water District's (EMWD) latest standards and specifications, sewer manhole covers will need to have false bottoms, **Hazardous and confined space certified.**

** Bid item #8. 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.

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.

MURRIETA RD RESURFACING AND IMPROVEMENTS
CIP 23-07

BIDDER'S PROPOSAL (continued)

Complete the following:

All American Asphalt

Legal name of the business

Corporation

Business Type (Corporation, Partnership, Sole Proprietor)

N/A

DBA (if any)

MARK LUER, PRESIDENT

Name and title of the owner

Michael Farkas, Secretary

Name and title of second partner or officer

400 E Sixth Street Corona CA 92879

Business Address

951-736-7600

Telephone number

951-736-7646


Facsimile number

publicworker@allamericanasphalt.com

Email address of primary contact

allamericanasphalt.com

Company web address



Signature of Prime Contractor

3-7-2023

Date



Signature of Prime Contractor

3-7-2023

Date

Edward J Carlson, Vice President

Print name and title

Michael Farkas, 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 "A" 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): 267073

b. Expires on: 1/31/2024



Signature of Prime Contractor

3-7-2023
Date



Signature of Prime Contractor

3-7-2023
Date

Edward J Carlson, Vice President
Print name and title

Michael Farkas, 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.