

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

OWNER-CONTRACTOR AGREEMENT

CIP 19-18 POLICE DEPARTMENT PARKING LOT UPGRADES 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 **BLACKHEART BUILDING SOLUTIONS** ("Contractor"), whose principal business address is **5245 Champlain St., Oceanside, CA 92056** 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 19-18 POLICE DEPARTMENT PARKING LOT UPGRADES 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

APPROVED AS TO FORM:

By: _____

Jeffrey T. Melching, City Attorney

ATTEST:

By: _____

Kay Vinson, Acting City Clerk

CONTRACTOR:

By: _____

Name: Daniel Coon, President _____

Its: _____

By: _____

Name: Daniel Coon, President _____

Its: _____

Contractor's City Business License No.

State Contractor License No. & Class

5245 Champlain St.

Street Address

Oceanside, CA 92056

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

Seventy Nine Thousand Six Hundred Forty Five Dollars and Seventy Five Cents (\$79,645.75)

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.

**CIP 19-18 Police Department Parking Lot Upgrades
BIDDER'S PROPOSAL (continued)**

BASE BID SCHEDULE (New Build)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Unit Price
	Police Parking Lot Upgrade			
1	Mobilization	LS	1	6618
2	Remove and export 300 cubic yards of gravel 3 miles away to city facility	LS	1	11000
3	Screen 300 cubic yards of asphalt grindings 2" maximum	LS	1	13389
4	Load and import 300 cubic yards of City provided asphalt grindings 4.5 miles from stockpile to job site location	LS	1	8800
5	Grade and compact 300 cubic yards asphalt grindings	LS	1	17500
6	Emulsify asphalt grindings - SC 70 Asphalt Emulsion	SQFT	24,000	68
7	Furnish and install proposed striping	LF	2,400	70
8	Furnish and install parking blocks	EA	75	61.05

Total Bid Price in Digits: \$ 79,645.75

Total in words: SEVENTY NINE THOUSAND SIX HUNDRED FORTY FIVE DOLLARS & SEVENTY FIVE CENTS

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 it will be considered non-responsive and won't 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.

**CIP 19-18 Police Department Parking Lot Upgrades
BIDDER'S PROPOSAL (continued)**

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:

BLACKHEART BUILDING SOLUTIONS

Legal name of the business

CORPORATION

Business Type (Corporation, Partnership, Sole Proprietor)

DBA (if any)

DANIEL COON PRESIDENT

Name and title of the owner

JIM LASATER VICE PRESIDENT

Name and title of second partner or officer

5245 CHAMPAIN ST OCEANSIDE, CA 92056

Business Address

760 805 3038

Telephone number

Facsimile number

DAN@BLACKHEARTBUILDING.COM

Email address of primary contact

BLACKHEARTBUILDING.COM

Company web address

Daniel P. Coon
Signature of Prime Contractor

3/10/23
Date

Jim Lasater
Signature of Prime Contractor

3/10/23
Date

DANIEL COON PRESIDENT
Print name and title

V.P. Jim Lasater
Print name and title

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

**CIP 19-18 Police Department Parking Lot Upgrades
BIDDER'S PROPOSAL (continued)**

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq of the Government Code of the State of California) the undersigned Bidder has set forth below the full name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid.

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, he shall be deemed to have agreed to perform such portion of the work with contractor's own forces. Substitution shall not be allowed, except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the City, setting forth the facts constituting the emergency or necessity. If no subcontractors are to be employed on the project, enter the word "NONE".

Item #	Sub-Contractor	Contact Information Name/e-mail/Phone	License Number	DIR Registration #	Amount of Work	Indicate if partial (Y/N)
6,7,8	FALCON STRIPING	ALEX TRASSINO 951 731 7148	1066389	100074671	27%	Y

Use an additional sheet and attach if necessary. Number of sheets attached for listed subcontractors _____

Percentage (%) of total contract amount that is subcontracted 27 %
(Do not include specialty items in the calculation.)

Signed this 10 day of MARCH, 2020 2023

Daniel R. Coon 3/10/23
Signature of Prime Contractor Date

DANIEL R COON PRESIDENT
Print name and title

Jim Lagator 3/10/23
Signature of Prime Contractor Date

Jim Lagator VP 3/10/23
Print name and title

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