

CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

OWNER-CONTRACTOR AGREEMENT

PUBLIC WORKS ROAD AND PARKING LOT RESURFACING 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 **NPG, INC.** ("Contractor"), whose principal business address is **1354 Jet Way, Perris, CA 92571** on the 7 _____ day of June _____, 2023 _____.

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 **Public Works Road and Parking Lot Resurfacing Services** 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
Armando G. Villa, City Manager

CONTRACTOR:

NPG, Inc.

By: Jeffrey Nelson, President
Name: Jeff S. Nelson, President
Its: _____

APPROVED AS TO FORM:

By: Jeffrey T. Melching, City Attorney
Jeffrey T. Melching, City Attorney

By: Sharon Nelson, CFO
Name: Sharon Nelson, CFO
Its: _____

ATTEST:

By: Stephanie Roseen
Stephanie Roseen, Acting City Clerk

035696
Contractor's City Business License No.
664779
State Contractor License No. & Class

1354 Jet Way
Street Address
Perris, CA 92571
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 Hundred Thirty Four Thousand Dollars and Zero Cents (\$134,000.00)

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.

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BIDDER'S PROPOSAL
Public Works Road and Parking Lot Resurfacing Services
PW 23-04

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the **Public Works Road and Parking Lot Resurfacing Services, PW 23-04** 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) 1,2,3,4

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.**

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.

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Menifee Road and Parking Lot Resurfacing
PW 23-04**BIDDER'S PROPOSAL (continued)**

Item No.	Item Description (Road Resurfacing – Exhibits 1 & 2)	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization and Demobilization	LS	1	4,854.81	4,854.81
2	Public Notifications	LS	1	1,000.00	1,000.00
3	Storm Water Management and BMP Implementation, Refer to Section 7-8.6.2 of the General Provisions	LS	1	1,350.00	1,350.00
4	Unclassified Excavation (AC Pavement and Base)	CY	111	N/A	N/A
5	Grind Existing Asphalt Section (2" Depth)	SF	17,761	1.49	26,463.89
6	AC Pavement (Class B) PG 70-10	TON	215	166.00	35,690.00
7	Traffic Signal Detector Loops	EA	2	2,200.00	4,400.00
SUBTOTAL					73,758.70
OPTIONAL ITEMS					
A	Traffic Control and Pedestrian Control	LS	1	4,625.00	4,625.00
B	Signing & Striping	LS	1	8,616.30	8,616.30
OPTIONAL SUBTOTAL					13,241.30
ROAD RESURFACING TOTAL					87,000.00

Item No.	Item Description (Parking Lot Resurfacing – Exhibit 3)	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization and Demobilization	LS	1	2,879.00	2,879.00
2	Public Notifications	LS	1	1,000.00	1,000.00
3	Storm Water Management and BMP Implementation, Refer to Section 7-8.6.2 of the General Provisions	LS	1	1,350.00	1,350.00
4	Unclassified Excavation (AC Pavement and Base)	CY	60	N/A	N/A
5	Grind Existing Asphalt Section (2" Depth)	SF	9,630	1.70	16,371.00

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Menifee Road and Parking Lot Resurfacing
PW 23-04**BIDDER'S PROPOSAL (continued)**

6	AC Pavement (Class B) PG 70-10	TON	125	183.00	22,875.00
SUBTOTAL					44,475.00
OPTIONAL ITEMS					
A	Pedestrian Control	LS	1	600.00	600.00
B	Striping	LS	1	1,925.00	1,925.00
OPTIONAL SUBTOTAL					2,525.00
PARKING LOT RESURFACING TOTAL					47,000.00

Combined Total Bid Price in Digits: \$ 134,000.00

Combined Total in words: One hundred thirty four thousand & 00/100

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

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Menifee Road and Parking Lot Resurfacing
PW 23-04

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:

NPG, Inc.

Legal name of the business

A California Corporation

Business Type (Corporation, Partnership, Sole Proprietor)

N/A

DBA (if any)

Jeffrey Nelson, President

Name and title of the owner

Sharon Nelson, Secretary/CFO

Name and title of second partner or officer

1354 Jet Way, Perris, CA 92571

Business Address

951-940-0200

Telephone number

951-940-9192


Facsimile number

cstone@npgasphalt.com

Email address of primary contact

.npgasphalt.com

Company web address


Signature of Prime Contractor

4/11/23

Date

Jeffrey Nelson, President

Print name and title


Signature of Prime Contractor

4/11/23

Date

Sharon Nelson, Secretary

Print name and title

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Menifee Road and Parking Lot Resurfacing
PW 23-04

BIDDER'S PROPOSAL (continued)

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

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Addendum #1

Menifee Road and Parking Lot Resurfacing
PW 23-04

BIDDER'S PROPOSAL (continued)

CERTIFICATE REGARDING CONTRACTOR'S LICENSE

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


State of California Class "C12", "A", and/or "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): 664779

b. Expires on: 2/28/25



Signature of Prime Contractor 4/11/23
Date
Jeffrey Nelson, President

Print name and title



Signature of Prime Contractor 4/11/23
Date
Sharon Nelson, 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.