



# CITY OF PERRIS

COMMUNITY SERVICES

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## NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets **BF-14 & BF-15** is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

### BID FORM

Bid Date: July 15, 2022

Time: 8:00 AM (PST)

Place: 101 North "D" Street, Perris- Online through Active Bidder

Project: Perris Green City Farm & Foss Field Park Access Enhancement Project

**TO THE CITY OF PERRIS**, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Deark E.R.C. Inc, hereinafter called "Bidder", organized and existing under the laws of the California State of California, doing business as Deark E.R.C. Inc. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on September 12, 2022 and to fully complete all work on or before the 75 working day in accordance with the schedule provided in Notice Inviting Bids, after receiving the Notice to Proceed. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

BF-1



# CITY OF PERRIS

COMMUNITY SERVICES

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The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Deark E.P.C. Inc, proposed subcontractor ~~Flower Don Works~~ Velectric Technologies, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



# CITY OF PERRIS

COMMUNITY SERVICES

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## **Noncollusion Affidavit** (Title United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BF-3



**CITY OF PERRIS**  
COMMUNITY SERVICES

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntary excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

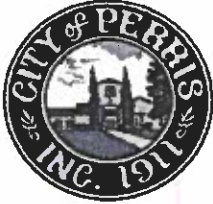
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

BF-4



# CITY OF PERRIS

COMMUNITY SERVICES

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## NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

BF-5



**CITY OF PERRIS**  
COMMUNITY SERVICES

Person who inspected site of the proposed work as a representative of your firm:

Peter Jeong

Name (please print)

7-26-2022

Date of Inspection

Bidder acknowledges receipt of the following Addenda:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_

NAME OF BIDDER: Deark E&C, Inc

NAME AND TITLE OF SIGNING PARTY: Dong K Jin, President

SIGNATURE OF BIDDER: [Signature]

(CORPORATE SEAL)

1059536  
Contractor's California License No.

Dong K Jin  
Name of License Holder

A. B  
Type of License

10-31-2023  
Expiration Date

Contact Information:

Company Name: Deark E&C, Inc

Contact Person: Sean Lee

Title: Project Manager

Company Address: 1830 W. 147th St  
Gardena, CA 90249

Phone Number: 714-251-3777

Fax Number: None

BF-6



# CITY OF PERRIS

COMMUNITY SERVICES

## Bid Schedule

Bid Item #	Unit	Item Description	Unit Cost	Total Figures
1.	LS	Project Start-Up including General Conditions, and Special Provisions	\$ <u>33,500</u> LS	\$ <u>33,500</u>
2.	LS	Construction Fencing with Windscreen	\$ <u>6,000</u> LS	\$ <u>6,000</u>
3.	LS	Permits, Licensing, and Fees	\$ <u>6,000</u> LS	\$ <u>6,000</u>
4.	LS	Utility Verifications and Potholing	\$ <u>15,000</u> LS	\$ <u>15,000</u>
<b>DEMOLITION</b>				
5.	LS	Demolition & Removal	\$ <u>20,000</u> LS	\$ <u>20,000</u>
6.	LS	Demolition and Salvage	\$ <u>5,000</u> LS	\$ <u>5,000</u>
7.	LS	Clear and Grub	\$ <u>5,000</u> LS	\$ <u>5,000</u>
<b>EARTHWORK AND UTILITIES</b>				
8.	50 CY	Earthwork	\$ <u>280</u> CY	\$ <u>14,000</u>
9.	LS	Water Improvements	\$ <u>3,500</u> LS	\$ <u>3,500</u>
10.	LS	Gray Water/Rain Barrel Distribution System	\$ <u>6,500</u> LS	\$ <u>6,500</u>
<b>FENCING, WALLS AND RAILS</b>				
11.	240 LF	Wood and Wire Fence	\$ <u>190</u> LF	\$ <u>45,600</u>
12.	2 EA	Wood and Wire Gates	\$ <u>5,000</u> EA	\$ <u>10,000</u>

BF- 7



# CITY OF PERRIS

## COMMUNITY SERVICES

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13.	20 LF	Wood Picket Fence	\$ <u>250</u>	LF	\$ <u>5,000</u>
14.	LS	Decorative Steel Kitchen Enclosure including Pedestrian Gate and Top of Wall Panels	\$ <u>27,000</u>	LS	\$ <u>27,000</u>
15.	2 EA	Decorative Steel Kitchen Gates	\$ <u>10,000</u>	EA	\$ <u>20,000</u>
16.	58 LF	6' Tall Block Wall	\$ <u>450</u>	LF	\$ <u>26,100</u>
17.	LS	Remove and Repair Existing Wall	\$ <u>5,200</u>	LS	\$ <u>5,200</u>
18.	90 LF	Decorative Hand Rails	\$ <u>280</u>	LF	\$ <u>25,200</u>

### WOOD CONSTRUCTION

19.	2 EA	Green Trellis	\$ <u>7,000</u>	EA	\$ <u>14,000</u>
20.	2 EA	Work Station	\$ <u>600</u>	EA	\$ <u>1,200</u>
21.	5 EA	Raised Planter Box	\$ <u>300</u>	EA	\$ <u>1,500</u>

### SITE FURNISHINGS

22.	55 SF	Kitchen Island	\$ <u>340</u>	SF	\$ <u>18,700</u>
23.	65 SF	Kitchen Cabinets & Counters	\$ <u>300</u>	SF	\$ <u>19,500</u>
24.	LS	Kitchen Components	\$ <u>20,000</u>	LS	\$ <u>20,000</u>
25.	1 EA	Aquaponics System	\$ <u>6,500</u>	LS	\$ <u>6,500</u>
26.	10 EA	Educational Signs	\$ <u>640</u>	EA	\$ <u>6,400</u>
27.	2 EA	Educational Exhibit	\$ <u>1,250</u>	EA	\$ <u>2,500</u>
28.	2 EA	Funding Acknowledgment Sign	\$ <u>3,750</u>	EA	\$ <u>7,500</u>

BF-8





# CITY OF PERRIS

COMMUNITY SERVICES

29.	2 EA	Educational Kiosk	\$ <u>1,250</u>	EA	\$ <u>2,500</u>
30.	3 EA	Precast Nature Sculpture	\$ <u>1,500</u>	EA	\$ <u>4,500</u>
31.	1 EA	Compost System	\$ <u>2,500</u>	EA	\$ <u>2,500</u>
32.	3 EA	Acrylic Planter	\$ <u>500</u>	EA	\$ <u>1,500</u>
33.	1 EA	Greenhouse Installation	\$ <u>13,000</u>	EA	\$ <u>13,000</u>
34.	1 EA	Amphitheater Shade Structure Installation	\$ <u>14,000</u>	EA	\$ <u>14,000</u>
35.	73 LF	Concrete Amphitheater Bench	\$ <u>200</u>	LF	\$ <u>14,600</u>

## ELECTRICAL

36.	LS	Electrical System Improvements	\$ <u>27,000</u>	LS	\$ <u>27,000</u>
37.	29 EA	Solar Bollard Light	\$ <u>1,000</u>	EA	\$ <u>29,000</u>
38.	14 EA	Decorative Solar Light	\$ <u>250</u>	EA	\$ <u>3,500</u>

## HARDSCAPE

39.	320 SF	4" Concrete with Broom Finish	\$ <u>35</u>	SF	\$ <u>11,200</u>
40.	1855 SF	Permeable Paving	\$ <u>12</u>	SF	\$ <u>22,260</u>
41.	150 LF	Retaining Curb	\$ <u>85</u>	LF	\$ <u>12,750</u>
42.	20 LF	Concrete Stairs	\$ <u>300</u>	LF	\$ <u>6,000</u>
43.	140 SF	Stage Access Ramp	\$ <u>30</u>	LF	\$ <u>4,200</u>

BF-9



**CITY OF PERRIS**  
COMMUNITY SERVICES

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44. 1960 LF Recycled Plastic Header \$ 4 LF \$ 7,840

45. 6755 SF DG Paving (3") \$ 8 SF \$ 54,040

LANDSCAPE

46. LS New Tree Irrigation \$ 27,000 LS \$ 27,000

47. LS Farm Irrigation Upgrades/Adjustments \$ 14,000 LS \$ 14,000

48. 600 SF Soil Prep/Amendments \$ 9 SF \$ 5,400

49. 40 EA Trees (15 Gallon) \$ 460 EA \$ 18,400

50. 85 LF Redwood Header \$ 30 LF \$ 2,550

**TOTAL BASE BID AMOUNT FOR: PERRIS GREEN CITY FARM & FOSS FIELD PARK  
ACCESS ENHANCEMENT PROJECT**

**(Total Lump Sum Bid Amount)**

**WRITTEN IN FIGURES**

\$ 674,140

Six hundred seventy four thousand one hundred forty  
**WRITTEN IN WORDS**

BF-10



## **CITY OF PERRIS**

COMMUNITY SERVICES

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**Please note the following regarding bids:**

- Award will be based upon lowest total of all bid items (1-12) submitted to the Active Bidder website.
- Bid shall include all sales tax, and other taxes and fees.
- Contractor is required to purchase all bid items as well as install.
- Bid is for Project complete-in-place
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Quantities bid documents shall include list of subcontractors and manufacturer items.
- At discretion of City some of the items may be performed by others and therefore eliminated in part or whole. In these cases, the Contractor shall not receive any reimbursement for loss of profit and other losses.
- The City reserves the right to reject any or all bids received.

BF-10A



# CITY OF PERRIS

COMMUNITY SERVICES

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Please note the following regarding bids:

- A. Award, if made, will be based upon the responsible Bidder's lowest Grand Total Bid Amount of all bid items listed above. The City reserves the right to reject any or all bids received.**

The Grand Total Bid Amount stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications, whether specifically listed above or not, and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, tools and equipment, taxes, and all other taxes and fees, transportation cost, permit fees, testing laboratory cost, and all other costs made necessary by the Contract Documents to provide the City of Perris with a complete operational and facility meeting the approval of the City of Perris and other agencies having jurisdiction over the project.

- B. Bid is for a project complete-in-place.**  
**C. Bid shall include all sales tax, and all other taxes and fees.**  
**D. Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.**

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

BF-10B



**CITY OF PERRIS**  
COMMUNITY SERVICES

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Dearth E&C, Inc. \_\_\_\_\_ as Principal, and Merchants Bonding Company (Mutual) \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of Ten Percent (10%) of the Amount Bid \_\_\_\_\_**

**\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of bid amount).**

**Signed, this 9th day of August, 2022.**

**The Condition of the above obligation is such that whereas the Principal has submitted to the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the**

Perris Green City Farm and Foss Field Park Access Enhancement Project, CIP No. P-054

**NOW, THEREFORE,**

- A. If said Bid shall be rejected, or**
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.**

**The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Agency may accept such Bid; and said Surety does hereby waive notice of any such extension.**

BF-11A



**CITY OF PERRIS**  
COMMUNITY SERVICES

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.**

**Two Witnesses**  
**(If Individual):**

\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPAL:** Deark E&C, Inc.

By: Dong K Jin

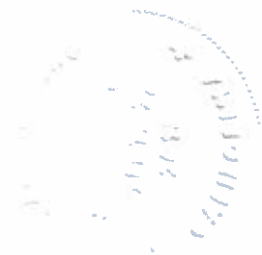
Title: President

**ATTEST (If Corporation):**

By: Dong K Jin

Title: Secretary

**(Corporate Seal)**



**SURETY:** Merchants Bonding Company (Mutual)

**ATTEST:**

By: \_\_\_\_\_

By: Frank Morones

Title: Attorney-in-Fact

Title: \_\_\_\_\_

**(Corporate Seal)**

**IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.**

**THIS IS A REQUIRED FORM**

BF-11B

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

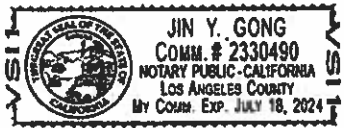
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles  
On 8/11/22 before me, Jin Y. Gong, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Dong Keun Kim  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange )

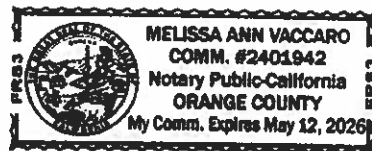
On 08/09/2022 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Frank Morones  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro





**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Bond No. CSBA-21639

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May, 2022.

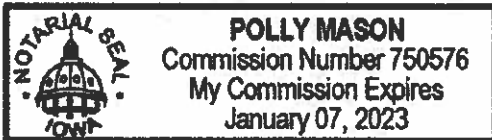


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 13th day of May 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

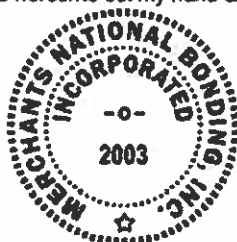


(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of August, 2022.



*William Warner Jr.*  
Secretary



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**Any claims under this bond may be addressed to:**

**(Name and Address of Surety)**

Merchants Bonding Company  
1411 N. Batavia St Ste 201  
Orange, CA 92867

**(Name and Address of Agent  
or Representative for  
service of process in  
California, if different  
from above)**

Commercial Surety Bond Agency  
1411 N. Batavia St Ste 201  
Orange, CA 92867

**(Telephone Number of Surety  
and Agent or Representative  
for service of process in  
California)**

Frank Morales, 714-516-1232

BF-11C



**CITY OF PERRIS**  
COMMUNITY SERVICES

**DESIGNATION OF SUBCONTRACTOR**

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (1/2%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

% Of Work

Trade To Be Done Name License No. Address

Trade	% Of Work	Name	License No.	Address
C 23	10.7 %	Forever Iron Works	1004625	1315 E. St. Andrew Pl #12, Santa Ana, CA 92705
C 10	8.82 %	Velectric Technologies	857288	12407 Baltimore Ave, Moreno Valley, CA 92557

\* Identify any DBE subcontractors.

*None*



# CITY OF PERRIS

COMMUNITY SERVICES

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## LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer or Supplier</u>	<u>DBE*</u>
D. G.	Gail Material	No

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

\* Identify if Supplier is a DBE.



**CITY OF PERRIS**  
COMMUNITY SERVICES

**ANTI-TRUST CLAIM**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

Guy K J  
Signature

Dong K Jin  
Please Print

President  
Title

1830 W. 147th St, Gardena, CA 90249  
Address

8-11-2022  
Date

1059536  
Contractor's California License No.

A, B  
Type of License

Dong K Jin  
Name of License Holder

10-31-2023  
Expiration Date

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

83-1987218  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST Guy K J



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**CERTIFICATION - LABOR CODE SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. 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, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

**CONTRACTOR:**

Deark E.C.C. Inc  
Firm Name

Dong K Jan  
Signature

Dong K Jan  
Print Name

1059536  
Contractor's California License No.

10-31-2023  
Expiration Date

83-1987278  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST Dong K Jan



**CITY OF PERRIS**  
COMMUNITY SERVICES

**CERTIFICATION OF NON-DISCRIMINATION**

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: B-11-2022

Deark E&C, Inc  
(Name of Bidder)

Dong K Jin  
(Signature)

Dong K Jin, President  
(Typed Name and Title)

1059536  
California  
License No.

A, B  
Type of License

Dong K Jin  
Name of License Holder

10-31-2023  
Expiration Date

83-1987278  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST Dong K Jin



# CITY OF PERRIS

COMMUNITY SERVICES

## EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

## GENERAL INFORMATION

Submitted by

(Check One)

- A Corporation  
 A Partnership  
 An Individual

Principal office 1830 W. 147th St (street address)  
Gardena, CA 90249 (City, state, zip)  
424-344-2380 (telephone number)  
 None (FAX number)  
Slee@dearkec.com (E-mail/optional)

1. If corporation:  
 When incorporated? 2018 In what state? California
2. How many years has your organization been in business as a contractor under your present business name?  
5 years

Previous business name, if changed during past three years. N/A

3. How many years of experience in similar trail improvement projects has your organization had:
- As a principal contractor? 5 years
- As a subcontractor? None

List a minimum of three new construction park projects which your company has performed in the last five years that meets or exceeded the total scope of work for Morgan Park Phase II Project where the cost of construction for each project was at least \$1,000,000 or greater:

Name & Address	Representative	Type of Work, Year
of Owner/Agency	and Telephone	Completed & \$ Amount
City of Palmdale 38200 Sierra Hwy #A Palmdale, CA 93550	Mises Gonzalez 661-267-5211	2021 Palmdale Transportation Center ADA upgrade \$ 211,965.28
City of Gardena 1777 W. 162nd St, Gardena, CA 90247	Jose J. Espinoza 310-217-9644	2021 Ravley Park Improvements \$ 116,056.11
Oc Sanitation District 10844 Ellis Ave Fountain Valley, CA 92708	Vince Oseguera 714-856-8458-17A	2020 Craig Regional Park Improvements \$ 429,400





# CITY OF PERRIS

COMMUNITY SERVICES

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4. In the past ten years, have you or your organization been debarred or suspended from eligibility to bid on city, state or federal work? N/A If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

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b. Reason for such failure:

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c. Name of the surety:

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d. Description of project:

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5. In the past ten years, have you or your organization failed to complete any work awarded to you or your organization? Has any officer, member, or partner of your organization ever been an officer, member, or partner in an organization that failed to complete any work awarded to it? N/A If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

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b. Reason for such failure:

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c. Name of the surety:

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d. Description of project:

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B-17B



# **CITY OF PERRIS**

COMMUNITY SERVICES

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## **DISQUALIFICATION OF BIDDERS**

**A bid may be rejected if it is incomplete, or if it contains any alterations of form or other irregularities of any kind including calculation errors in individual line items or the total bid. The City of Perris may reject any or all bids at any time for any reason, and the City of Perris may waive any immaterial deviation in a bid. The City of Perris' waiver of immaterial defect shall in no way modify the document or excuse the bidder from full compliance with all requirements set forth in the bid if awarded the contract. The decision respecting the existence or treatment of an irregularity, or incomplete bid, shall be determined in the discretion of the City of Perris, and that discretion will be exercised in the manner deemed by the City of Perris, to best protect the public interest in the prompt and economical completion of the work.**

**Any one or more of the following causes may be considered as sufficient for rejection of the bid and disqualification of the bidder as may be determined by the City of Perris.**

- a. Developments, subsequent to establishment of a bidder's competency and qualifications, which in the opinion of the City of Perris would reasonably be construed as affecting the responsibility of the bidder.**
- b. Conviction of a major violation of a State or Federal law, or a rule or regulation of a Federal department, board or bureau, or a State department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.**
- c. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.**
- d. Indictment for or evidence of collusion among bidders.**
- e. Failure to complete any contractual obligations satisfactorily as shown by past work for the City.**
- f. Noncompliance with terms of previous or existing contracts.**
- g. Previously uncompleted work, which in the judgment of the City of Perris might hinder or prevent the completion of the additional work, if awarded.**



# CITY OF PERRIS

## COMMUNITY SERVICES

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
	Moisture Vapor Susceptibility	307
Optimum Bitumen Content*	367	
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

\*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.

BF-19