

ATTACHMENT 2

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
4TH STREET PUBLIC AREA ENHANCEMENT PROJECT
BETWEEN "D" AND "C" STREET
(Specification No. #CIP S-007-2023-24)**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this ____ day of ____, 2023, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and DEARK E & C, INC., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: 4th Street Public Area Enhancement Project Between "D" and "C" Street Project Specifications and Information for Bidders (Specification No. #CIP S-007-2023-24), which are incorporated by this reference as though set forth in full herein.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal, agency right-of-entry agreements, and materials necessary and reasonably incidental to: construction of new planting, irrigation, landscaping, monument signs, thematic lighting, street furnishings and other associated public improvements within the City of Perris and RCTC/Metrolink rights-of-way along 4th Street within Historic Downtown Perris, CA 92570 in strict accordance with the Specifications and Information for Bidders, Specification No. #CIP S-007-2023-24. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of Specification No. # CIP S-007-2023-24. City and Contractor agree that City may seek additional cost estimates from third party contractors to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractors to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of Specification No. #CIP S-007-2023-24. Any increase in compensation of up to five percent (5%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of seven hundred eighty-two thousand eight hundred forty-seven and 00/100 dollars (\$782,847.00), in accordance with Parts 2, 3, and 4 titled "General Provisions," "Standard Provisions," and "Construction Materials, Methods & Specifications and Payment Requirements," respectively, of Specification No. #CIP S-007-2023-24; and Section BF, "Bid Form," "Bid Schedule of Values" of Specification No. #CIP S-007-2023-24.

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. In accordance with Parts 2, 3 and 4; and Section BF, "Bid Form," of Specification

No. #CIP S-007-2023-24; and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of ten percent (10%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the project manager, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus ten (10%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50.)

2.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Dong K. Jin, is designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

Michael Morales, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1. Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City of Perris, California, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by the terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an

authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

The work for the 4th Street Public Area Enhancement Project Between "D" and "C" Street, (Specification No. #CIP S-007-2023-24), shall commence on the ____ day of _____, 2023, and shall be completed within one hundred sixty (160) calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to one thousand and 00/100 dollars (\$1,000.00) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

ATTACHMENT 2

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
4TH STREET PUBLIC AREA ENHANCEMENT PROJECT
BETWEEN "D" AND "C" STREET
(Specification No. #CIP S-007-2023-24)**

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1.0 SERVICES OF CONTRACTOR

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In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City of Perris, California, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by the terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an

authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

The work for the 4th Street Public Area Enhancement Project Between "D" and "C" Street, (Specification No. #CIP S-007-2023-24), shall commence on the ____ day of ____, 2023, and shall be completed within one hundred sixty (160) calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to one thousand and 00/100 dollars (\$1,000.00) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.0 **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 **MISCELLANEOUS PROVISIONS**

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in

writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris
Public Works Department, Engineering Administration Division
1015 S. G Street
Perris, CA 92570
ATTN: Michael Morales, Capital Improvements Project Manager

Contractor

Deark E & C, Inc.
1335 W. Valencia Drive, Suite P
Fullerton, CA 92833
ATTN: Dong K. Jin, President

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities shall be construed to be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less then one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.7 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

8.8 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.10 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.11 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[END – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

Clara Miramontes, City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Robert Khuu, City Attorney

CONTRACTOR:
DEARK E & C, INC.

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; one from each of the following: A. Chairman of the Board, President, and Vice President; and B. Secretary, Assistant Secretary, Treasurer, or Chief Financial Officer.)[END OF SIGNATURES]

NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 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 7, 2023 August 9, 2023~~ **September 13, 2023**
Time: ~~4:00 p.m. (PST)~~ **5:00 P.M. (PST)**
Place: Active Bidder <http://www.cityofperris.org/city-hall/bids.html>
Project: 4th Street Public Area Enhancement Project Between "D" and "C" Street
(Specification No. #CIP S-007-2023-24)

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 Devyk E.B.C. Inc, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as Corporation. 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 case of discrepancy between words and figures, words shall prevail.

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 **October 30, 2023** and to fully complete all work on or before the **160th calendar day** after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage. 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, to wit:

4th Street Public Area Enhancements Between "D and "C" Street
(SPEC. NO. # CIP S-007-2023-24)

Bidder (Company Name): Deark E&C Inc

Bid Schedule

BID ITE M NO.	(A) ESTIMATE D QUANTITY AND UNIT	ITEM DESCRIPTION	(B) UNIT PRICE (FIGURES)	(C) TOTAL (FIGURES) (A x B=C)
1.) BID SCHEDULE GENERAL PROVISIONS, SPECIAL PROVISIONS, CIVIL WORK:				
1.	L.S.	Mobilization/Remobilization Per Plans and Specifications	\$ <u>30,000</u> /L.S.	\$ <u>30,000</u>
2.	L.S.	Roadway Excavation, Demolition, Earthwork, Clear and Grub, Subgrade Preparation, removals per Plans and Specifications	\$ <u>10,000</u> /L.S.	\$ <u>10,000</u>
3.	L.S.	Water Pollution Control Per Plans and Specifications	\$ <u>6,000</u> /L.S.	\$ <u>6,000</u>
4.	L.S.	Protect in place, remove and replace, relocate, adjust to grade signs, trees, plants, utility boxes, irrigation lines and appurtenances, controllers, hand holes, bollards, electrical pedestals, light poles, electrical lines, RR signal equipment, backflows, decorative fencing, guard rails, meters, hydrants, blowoffs, etc. not specifically defined elsewhere in bid.	\$ <u>5,000</u> /L.S.	\$ <u>5,000</u>
5.	L.S.	Remove/Replace/Adjust/Install protect in Place Traffic Signal/light pull boxes in conflict with drainage structures, Traffic Signal Loops, wires, conduits, conductors, pull boxes, etc., shown on plan, not specifically defined elsewhere in bid, to provide a complete functional traffic signal system	\$ <u>5,000</u> /L.S.	\$ <u>5,000</u>
6.	L.S.	As required, provide all services necessary to obtain and deliver an executed/approved RCTC right-of-entry to the City per Plans and Specifications	\$ <u>10,000</u> /L.S.	\$ <u>10,000</u>
7.	L.S.	Construction Staking (Surveying)	\$ <u>5,000</u> /L.S.	\$ <u>5,000</u>

8.	L.S.	As required, provide all services necessary to obtain and deliver an executed/approved SCRRA (Metrolink) right-of-entry permit to the City per Plans and Specifications	\$ <u>10,000</u> /L.S.	\$ <u>10,000</u>
9.	L.S.	Traffic Control and Engineered Traffic Control Plan Per Plans and Specifications	\$ <u>10,000</u> /L.S.	\$ <u>10,000</u>
10.	2 EA	Construct integral color access ramp "Case A" per R.C.T.D. 2023 Standard No. 403. Per Plans and Specifications	\$ <u>8,000</u> /EA	\$ <u>16,000</u>
11.	412 S.F.	Construct 4" P.C.C. integral color sidewalk per R.C.T.D. 2023 Standard No. 401. Per Plans and Specifications	\$ <u>15</u> /S.F.	\$ <u>6,180</u>
12.	17 L.F.	Construct Type "D" Curb per R.C.T.D. 2023 Standard No. 204 Per Plans and Specifications	\$ <u>200</u> /L.F.	\$ <u>3,400</u>
13.	L.S.	Construct a modified parkway drain per SPPWC Std. Plan 151-3 (Approx length=49 L.F.) Per Plans and Specifications	\$ <u>8,000</u> /L.S.	\$ <u>8,000</u>
14.	590 S.F.	Install decomposed granite (DG) path. Compacted minimum 4" thick, with reinforced mow curb per Plans and Specifications.	<u>15</u> /S.F.	\$ <u>8,850</u>
15.	L.S.	Saw-cut existing concrete or A.C. pavement to provide a smooth joint.	\$ <u>5,000</u> /L.S.	\$ <u>5,000</u>
16.	L.S.	Contractor to pothole to verify any potential underground utilities before construction.	\$ <u>3,000</u> /L.S.	\$ <u>3,000</u>
17.	320 S.F.	Construct riprap. Install Arizona river rock cobble (8"-12") Per Plans and Specifications	\$ <u>30</u> /S.F.	\$ <u>9,600</u>
18.	1 EA	Remove and replace water meter box per E.M.W.D. standards.	\$ <u>8,000</u> /EA	\$ <u>8,000</u>

19.	1 EA	Construct an 18" curb opening. Saw-cut existing curb face and drain to existing swale.	<u>3,000</u> /EA	<u>\$ 3,000</u>
20.	L.S.	Install a 1.5" diameter copper water service pipe per EMWD Std. B-342a. Connect to existing 8" C.I. water line.	<u>\$ 8,000</u> /L.S.	<u>\$ 8,000</u>
21.	4 EA-L.S.	Contractor to furnish and install new City of Perris 1" water meter and service per EMWD Std. B-591	<u>\$ 2,000</u> /EA-L.S.	<u>\$ 2,000</u>
22.	10 L.F.	Provide and install A.C. trench repair per City of Perris Standard	<u>50</u> /L.F.	<u>\$ 500</u>

2.) BID SCHEDULE- LANDSCAPING WORK:

1.	L.S.	Provide and install new/reinstall undamaged pavers for trenching, sleeving, conduit intersection at 2 nd and D St., per corner plaza paver detail and paver specifications, and match existing paver pattern and color per Plans and Specifications	<u>\$ 8,000</u> /L.S.	<u>\$ 8,000</u>
2.	3 EA	Provide and install 36" box trees per Plans and Specifications	<u>\$ 4,000</u> /EA	<u>\$ 12,000</u>
3.	50 L.F.	Provide and install Deep Root barrier per Plans and Specifications	<u>\$ 30</u> /L.F.	<u>\$ 1,500</u>
4.	944 EA	Provide and install one (1) gallon shrubs per Plans and Specifications	<u>\$ 80</u> /EA	<u>\$ 75,520</u>
5.	L.S.	Review existing irrigation system at Historic Bank and at So. Hotel and provide all materials and services necessary to extend complete, fully automatic irrigation system with 100% coverage to new landscape	<u>\$ 20,000</u> /L.S.	<u>\$ 20,000</u>
6.	L.S.	Remove existing ¾" valve at station A2 from existing irrigation system from So. Hotel and replace with new 1" ECV control valve assembly provide all materials, fittings, services etc. necessary to replace valve.	<u>\$ 5,000</u> /L.S.	<u>\$ 5,000</u>

7.	L.S.	Expose and intercept existing 1 1/2" irrigation mainline from So. Hotel and replace existing 3/4" lateral at mainline with new 1" lateral, and extend to new 1" valve. Provide all materials, fittings, services etc. to replace lateral.	\$ <u>15,000</u> /L.S.	\$ <u>15,000</u>
8.	4315 S.F.	Provide and install 3" minimum thickness of wood mulch per Plans and Specifications	\$ <u>2</u> /S.F.	\$ <u>8,630</u>
9.	4315 S.F.	Provide and install soil preparation, amendments per soils report and fine grading per Plans and Specifications	\$ <u>3</u> /S.F.	\$ <u>12,945</u>
10.	L.S.	Furnish and install Weather-Trak ET-Pro (SBT) Controller, 5-year data service contract, and Enclosure Assembly, per Plans and Specifications	\$ <u>15,000</u> /L.S.	\$ <u>15,000</u>
11.	L.S.	Provide point-of-connection to irrigation mainline to new water meter, furnish, and install all materials and services necessary to complete connections, per Plans and Specifications	\$ <u>15,000</u> /L.S.	\$ <u>15,000</u>
12.	4 EA L.S.	Provide and install Master Valve and Flow Sensor w/ Signal Cable per Plans and Specifications	\$ <u>5,000</u> /EA L.S.	\$ <u>5,000</u>
13.	3 EA	Furnish and Install Quick Coupler per Plans and Specifications	\$ <u>1,500</u> /EA	\$ <u>4,500</u>
14.	3 EA	Furnish and Install Ball Valve per plans, details, and specifications.	\$ <u>1,500</u> /EA	\$ <u>4,500</u>
15.	L.S.	Furnish and Install all irrigation system pipe sleeving, sleeving for Control Wire, and Pull Boxes per Plans and Specifications, Contractor to verify required quantities. Install pull boxes at the termination of sleeved control wire crossings and at locations described in the Specifications	\$ <u>20,000</u> /L.S.	\$ <u>20,000</u>
16.	L.S.	Provide and Install Irrigation Control Valve Wiring per Plans and Specifications.	\$ <u>8,000</u> /L.S.	\$ <u>8,000</u>

17.	L.S.	Furnish and Install New Backflow Device with Steel Cage Enclosure, Sentry Cable, and Security Union Guard Covers, per Plans and Specifications.	\$ <u>30,000</u> /L.S.	\$ <u>30,000</u>
18.	2 EA	Provide and install drip control valves per Plans and Specifications	\$ <u>1,500</u> /EA	\$ <u>3,000</u>
19.	265 L.F.	Provide and install 2"x4" redwood header and staking per Plans and Specifications	\$ <u>8</u> /L.F.	\$ <u>2,120</u>
20.	150 L.F.	Furnish and install primary irrigation lateral lines for tree and shrubs under pavement and in planting areas per Plans and Specifications	\$ <u>25</u> /L.F.	\$ <u>3,750</u>
21.	944 EA	Furnish and install 1 gph drip emitters and risers, and secondary lateral system including flush-outs per Plans and Specifications. Cost to include installation of required secondary lateral system as shown on drip zone installation detail.	\$ <u>8</u> /EA	\$ <u>7,552</u>
22.	420 L.F.	Provide and install pressure mainline piping under pavement per Plans and Specifications.	\$ <u>80</u> /L.F.	\$ <u>33,600</u>
23.	2 EA	Provide and install control valve assemblies for trees per Plans and Specifications.	\$ <u>1,500</u> /EA	\$ <u>3,000</u>
24.	L.S.	Provide maintenance for 90 days per Plans and Specifications	\$ <u>6,000</u> /L.S.	\$ <u>6,000</u>
25.	L.S.	Provide and Install monument pilaster w/conc footing per Plans and Specifications (see bid item #35 #27 for finish)	\$ <u>25,000</u> /L.S.	\$ <u>25,000</u>
26.	L.S.	Provide and Install monument low CMU wall w/concrete footing per Plans and Specifications (see bid item #49 #27 for finish)	\$ <u>25,000</u> /L.S.	\$ <u>25,000</u>

27. L.S.	Provide building permit and install monument sign for Downtown District and finish all complete with stone veneer, mitered concrete Napa Monticello grey sill, pre-cast signage, faux bronze seal, graffiti coating, etc. per Plans and Specifications and Building and Safety Permit	\$ <u>30,000</u> /L.S.	\$ <u>30,000</u>
28. L.S.	Provide and install monument pre-cast concrete cap with light panels per Plans and Specifications (see bid Item #35 #27 for finish)	\$ <u>20,000</u> /L.S.	\$ <u>20,000</u>

3.) BID SCHEDULE- ELECTRICAL/LIGHTING WORK FOR CLOCK TOWER:

1. L.S.	Provide and install clock tower assembly Type "C" per Plans and Specifications - Sheets E-100A, 101A, 102A	\$ <u>60,000</u> /L.S.	\$ <u>60,000</u>
2. L.S.	Provide and install clock tower assembly structural footing, stamped engineering calculations, inspections, and documentation, per Plans and Specifications	\$ <u>20,000</u> /L.S.	\$ <u>20,000</u>
20A,2P 3. Total 1 EA	Provide and install circuit breakers in existing street light panel SLA and connect existing 2 #6 wire labeled "save" (circuit 22) for clock tower per Plans & Specifications (Sheet E-101A)	\$ <u>5,000</u> /EA	\$ <u>5,000</u>
4. 15 L.F.	Trench (6" W x 24" D) for installation of underground conduit for clock tower assembly.	\$ <u>200</u> /L.F.	\$ <u>3,000</u>
5. 18 L.F.	Provide and install 1" conduit to clock tower assembly	\$ <u>80</u> /L.F.	\$ <u>1,440</u>
6. 76 L.F.	Intercept 2#6 CU wires at existing pull box and provide and install new #6 CU wires per Plans and Specifications for clock tower - Sheet E-102A	\$ <u>40</u> /L.F.	\$ <u>3,040</u>

7.	9 L.F.	Intercept 1#8 CU wires at existing pull box and provide and install new #8 CU wire per Plans and Specifications for clock tower - Sheet E-102A	\$ 30	\$ 270
			/L.F.	
8.	2-5A Fuses Total 1 EA	Provide and install fuse kit per Plans and Specification for clock tower - Sheet E-100A	\$ 1,000	\$ 1,000
			/EA	
9.	L.S.	Provide new and install or reinstall undamaged pavers for trenching, sleeving, conduit at 2 nd St., including compaction, base, sand, pavers, joint sand, and sealer and match existing 'Plaza' paver pattern and color per Plans and Specifications	\$ 8,000	\$ 8,000
			/L.S.	

4.) BID SCHEDULE- ELECTRICAL/LIGHTING WORK ALONG 4TH STREET:

1.	110 L.F.	Provide and install 1" conduit to irrigation controller from existing pedestal per Plans and Specifications - Sheet E-205.	\$ 80	\$ 8,800
			/L.F.	
2.	L.S.	Provide electrical connection of new controller from existing electrical service (LS-3), furnish, and install all materials and services necessary to complete connections from existing pedestal - Sheet E-205.	\$ 10,000	\$ 10,000
			/L.S.	
3.	110 L.F.	Provide and install trenching (6" W x 24" D) for underground conduits for irrigation controller per Plans and Specifications	\$ 100	\$ 11,000
			/L.F.	
4.	20 LF	Provide and install 1" conduit to monument lights from new pull box per Plans and Specifications(Sheet E-205)	\$ 80	\$ 1,600
			/L.F.	
5.	160 LF	Provide and install 1" conduit to bollards from existing streetlight pull box per Plans and Specifications - Sheet E-205.	\$ 80	\$ 12,800
			/L.F.	
6.	180 L.F.	Provide and install trenching (6" x 24" D) for underground conduits for monument lights and decorative light bollards per Plans and Specifications - Sheet E-205	\$ 100	\$ 18,000
			/L.F.	

7.	4 EA	Provide and install handholes with traffic rated bolt-down cover and cover reading per Plans and Specifications – Sheet E-100.	\$ <u>1,000</u> /EA	\$ <u>4,000</u>
8.	3 EA	Provide and install ground mounted monument lights (Type E) per Plans and Specifications – Detail 2, sheet E104, and E205	\$ <u>1,000</u> /EA	\$ <u>3,000</u>
9.	1 EA	Provide and install LED sign light (Type F) per Plans and Specifications – Detail 2, sheet E104, and E205	\$ <u>1,000</u> /EA	\$ <u>1,000</u>
10.	4 EA	Provide and install ground rod in handholes per Plans and Specifications – Detail A, Sheet E-100	\$ <u>500</u> /EA	\$ <u>2,000</u>
11.	14 EA	Provide and install decorative lighted bollard Type "C", with steel sleeve per Plans and Specifications	\$ <u>3,000</u> /EA	\$ <u>42,000</u>
12.	4 EA	Provide and install decorative lighted bollard structural footing, stamped engineering calculations, inspections and documentation and structural steel sleeve at N/E and S/E corners C and 4 th Streets per Plans and Specifications	\$ <u>2,000</u> /EA	\$ <u>8,000</u>
13.	24 EA	Provide and install fuse kits per Plans and Specifications – Sheet E-100	\$ <u>300</u> /EA	\$ <u>7,200</u>
14.	915 L.F.	Provide and install #10 CU wires per Plans and Specifications	\$ <u>20</u> /L.F.	\$ <u>18,300</u>

5.) BID SCHEDULE- DECORATIVE FURNISHINGS WORK:

1.	6 EA	Provide and install 12' Decorative Pole Type 1 combination signs and frames per Plans and Specifications	\$ <u>2,000</u> /EA	\$ <u>12,000</u>
2.	4 EA	Provide and install 12' Decorative Pole Type 2 ninety-degree traffic and parking combination signs and frames per Plans and Specifications	\$ <u>2,000</u> /EA	\$ <u>8,000</u>

3.	6 EA	Provide and install 12' Decorative Pole Type 1 footings, per Plans and Specifications	\$ <u>2,000</u> /EA	\$ <u>12,000</u>
4.	4 EA	Provide and install 12' Decorative Pole Type 2 Footings, per Plans and Specifications	\$ <u>2,000</u> /EA	\$ <u>8,000</u>
5.	L.S.	Protect in place, relocate, remove and replace, adjust to grade (raise or lower) existing, and/or provide and install new pedestrian tubular steel guard rails missing or in conflict with signage, sidewalk, handicap ramps, etc., shown on civil and referenced in landscape plans, per Cal-Trans Standard Plan ES-7Q, Type 1, Detail C. Per Plans and Specifications	\$ <u>3,000</u> /L.S.	\$ <u>3,000</u>

TOTAL ALL BID SCHEDULES #1-#5 ALL ITEMS: 884,597 \$782,847.00
(In Figures)

TOTAL ALL BID SCHEDULES #1-#5 ALL ITEMS: Seven Hundred Eighty-Two Thousand and 00/100 Dollars

~~eight hundred eighty four thousand five hundred ninety seven~~
(In Words)

Please note the following regarding bids:

- A. Award, if made, will be made to one lowest responsive, and responsible bidder, based upon lowest total of all Base Bid Schedules combined (Bid Schedules #1 through #5). The City reserves the right to reject any or all bids received.
- B. Bid shall include all sales tax, and all other taxes and all other fees and permits.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and 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. 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.
- E. When discrepancies occur between words and figures, the words shall govern.
- F. The work described in the bid sections above are provided for tracking of funding ratios only, and **DO NOT** imply that work is mutually exclusive to any certain bid section. For example, several civil bid items cover all sections of project work for landscaping, electrical, etc. (i.e., mobilization, survey, clear and grub, protect in place etc.). The bid is for a project complete in place, and full compensation for completing all work described in the Bid Document, Contract Document, Plans and Specifications shall be considered to be included in other items of work and no additional compensation will be allowed.

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 preceding prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and 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. 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. Where discrepancies occur between words and figures, the words shall govern. 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 ERC Inc., proposed subcontractor JCS Development, Inc hereby certifies that he has V, 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.

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 are 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.

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, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been 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.

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.

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

Simon Park
Name (please print)

9-5-2023
Date of Inspection

Bidder acknowledges receipt of the following Addenda:

<u>Addendum 1</u>	<u>Dated 9-13-2023</u>
<u>Addendum 2</u>	<u>Dated 9-13-2023</u>
<u>Addendum 3</u>	<u>Dated 9-13-2023</u>
_____	<u>Dated _____</u>

NAME OF BIDDER: Deark E.C.C. Inc

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

SIGNATURE OF BIDDER: [Signature]

1059536
Contractor's California License No.

(CORPORATE SEAL)

Dong K Jim
Name of License Holder

A, B

Type of License

10-31-2023

Expiration Date

Contact Information:

Company Name: Deark E.C.C. Inc

Contact Person: Sean Lee

Title: Accountant

Company Address: 1335 W. Valencia Dr Ste P
Fullerton, CA 92833

Phone Number: 714-251-3777
Fax Number: None

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Deark 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 11th day of September, 2023.

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

4th Street Public Area Enhancement Project Between "D" and "C" Street
(Specification No. #CIP S-007-2023-24)

NOW, THEREFORE,

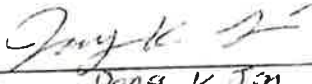
- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment 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.

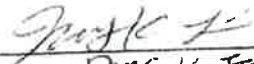
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses
(If Individual):

PRINCIPAL: Deark E&C, Inc.

By: 
Dong K. Jim
Title: President

ATTEST (If Corporation):

By: 
Dong K. Jim
(Corporate Seal)

Title: Secretary

SURETY: Merchants Bonding Company (Mutual)

ATTEST:

By: _____

Title: _____

(Corporate Seal)

By: 
Frank Morones
Title: Attorney-in-Fact

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA 50266

**(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., Suite 201

Orange, CA 92867

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

Surety: (800) 678-8171 / Agent: (714) 516-1232

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles }

On 9/13/2023 before me, Jin Y. Gong, Notary Public
(Here insert name and title of the officer)

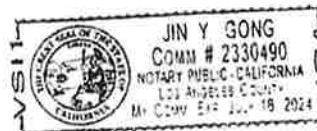
personally appeared Dong Keun Jin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 09/11/2023 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

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint individually

Adrian Langrell; Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Liberatore; 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 6th day of December, 2022



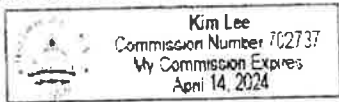
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of December, 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.



Kim Lee

Notary Public

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

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 11th day of September, 2023



William Warner Jr.
Secretary

DESIGNATION OF SUBCONTRACTORS

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 Section 2-3.2 of said "Standard Specifications" Bidder understands and agrees that the Contract Work described in the Plans and Specifications No. # CIP S-007-2023-24 for the 4th Street Public Area Enhancement Project Between "D" and "C" Street requires the Contractor to perform, with its own organization, Contract Work amounting to at least 50% of the Contract Price as provided in Section 2-3.2 Additional Responsibility of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California ("Greenbook").

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:

Trade	% Of Work To Be Done	Name	License No.	Address
Electric	18 %	JCOS Development Inc.	1031043	8201 Orangethorpe Ave Ste D Brea, CA 92621

* Identify any DBE subcontractors

None.

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid 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 indicate the name of the Manufacturer he plans to substitute in the form below. Bidder further understands he will substitute only items of equal quality, durability, functional character and efficiency as determined by the City Of Perris. See Section 01631 of these Specifications for substitution procedures and requirements. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Specified Item or Material</u>	<u>Name of Proposed Substitute Product Manufacturer or Name of Supplier</u>	<u>Indicate DBE (*)</u>
Asphalt Concrete	Vulcan Materials Company	()
Class II Aggregate Base	Vulcan Materials Company	()
PCC Concrete	Robertson's	()
Shrubs	Moan Valley Nurseries	()
Trees	Moan Valley Nurseries	()
(ORCO) Paver Joint Sand	Southeast Construction	()
(ORCO or BP) Paver Sealer	Southeast Construction	()
(South Coast) Decorative Bollards (Lit)	South Coast Lighting	()
(South Coast) Decorative Sign Poles	South Coast Lighting	()
(South Coast) Decorative Clock and Pole	South Coast Lighting	()
(Weather-Track) Smart Irrigation Controller	Imperial Sprinkler Supply	()
(Deep Root Corp) Root Barriers	Imperial Sprinkler Supply	()
(Hunter) Deep Root Watering System	Imperial Sprinkler Supply	()
(Flomec) Flow Sensor	Imperial Sprinkler Supply	()
(Rainbird) Master Valve	Imperial Sprinkler Supply	()
(Sentry) Backflow Anti-Theft Hardware	Ferguson	()
(Rainbird) Quick Couplers	Imperial Sprinkler Supply	()
(Casco-Colonial) Ball Valves	Imperial Sprinkler Supply	()
(Wonder Tree-Tie) Tree Anchoring System	Imperial Sprinkler Supply	()
(GPH Riser) Salco Flexible Risers	Imperial Sprinkler Supply	()
(Orga Tech Lighting) Sign Lights	Orga Tech Lighting	()
(RAB Lighting) LED Sign Light	Orga Tech Lighting	()
(Storyland) Pre-Cast Monument Cap	Storyland	()
(Napa CA Stone Craft) Pre-Cast Concrete Sill	Napa CA Stone Craft	()
(Quickcrete) Pre-Cast Concrete Sign	Home Depot	()
(Lexan) Wave Glass	Home Depot	()
(Cultured Stone Owens-Corning) Stone Veneer	Southeast Construction	()
(Arizona River Roak Cobble) Rip-Rap 6"-12" Stone	Southeast Construction	()
(Southwest Stone) Stabilized Decomposed Granite	Southeast Construction	()

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.

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 ELC, Inc
Firm Name

[Signature]
Signature

Dong K Jim
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 [Signature]

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: 9-13-2023 Deark E.C. Inc
(Name of Bidder)

Dong K Jen
(Signature)

Dong K Jen, President
(Typed Name and Title)

1059536
California
License No.

A, B
Type of License

Dong K Jen
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 Jen

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.

Bidder has been engaged in the contracting business under his present business name for 5 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 5 years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:

(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

N/A

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

<u>Name & Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed & \$ Amount</u>
<u>City of Redlands 35 Canyon Street, Suite 15A Redlands, CA 92373</u>	<u>Gerard Nepomuceno 909-798-7584</u>	<u>2023, constructed 1.3 miles of multi-use Path \$ 782,396</u>
<u>Buena Park School District 6885 Orangewood Ave Buena Park, CA 92620</u>	<u>Kevin Dehman 714-874-6416</u>	<u>2022, School Parking Lot Improvement \$ 1,012,000</u>
<u>City of Gardena 1717 W. 16th St Gardena, CA 90247</u>	<u>Joe J. Espinoza 310-217-9644</u>	<u>2022, Rowley Park Improvements \$ 116,056.11</u>
<u>City of Lakewood 5043 Clark Ave Lakewood, CA 90712</u>	<u>Scott Chambers 562-866-9971</u>	<u>2022, San Martin Park Improvement \$ 820,013.115</u>

(Bidder shall attach and properly designate additional pages, if necessary.)

PUBLIC WORKS CONTRACTOR REGISTRATION DOCUMENTATION

Pursuant to Section 1771.1 of the Labor Code, Bidder submits, as part of his bid, the following information verifying his and his listed subcontractors active registration with the Department of Industrial Relations and eligibility to perform public work pursuant to Section 1725.5 of the Labor Code. 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 and his subcontractors registration status.

<u>Name & Address of Contractor and Subcontractor License Type & Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Registration Expiration</u>
DEARK E.R.C. Inc 1335 W Valencia Dr Ste P Fullerton, CA 92833 A.B : 1059536	1000599126	4/1/2020	6/30/2025
JCOS Development, Inc 8201 Orangeflora Ave Ste D Buena Park, CA 90621	1000062116	11/5/2018	6/30/2024

(Bidder to attach Public Works Contractor Web Search Extracts for him and his subcontractors).

<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
Molsture 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
**Soils Test	See Landscape Plans Agronomic Test Percolation Test	

*(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.

**See landscape Plans, if applicable, for information regarding these required tests

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