

CONTRACT

**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

THIS CONTRACT, made and entered into the 5th day of December, 2023, by and between the **City of Murrieta**, a municipal corporation, hereinafter referred to as "CITY," and **Land Forms Landscape Construction, Inc.**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That CITY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Contract includes all of the Contract Documents, to wit: Notice Inviting Bids, Instructions to Bidders, Proposal, Performance Bond, Labor and Materials Bond, Plans and Special Provisions entitled {**SYKES RANCH PARK IMPROVEMENT PROJECT**}, Insurance Forms, this Contract, and all modifications and amendments thereto, and the latest version of the Standard Specifications for Public Works Construction, Parts 1 through 6, with the exception of Section 307, "Street Lighting and Traffic Signals," and the addition of the Standard Specifications, Department of Transportation, State of California State Standard Specifications, Section 86, "Signals, Lighting and Electrical Systems," and Section 56, "Signs," dated May 2006.

The Plans consist of:

NV5 Civil Plans, Sheets C-1 to C-4

Alhambra Group Landscape Plans, Sheet's L-1 to L-6

Copies of the Standard Specifications for Public Works Construction are available from the publisher:

Building News, Inc. (BNi)
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113
www.bnibooks.com

The aforementioned Standard Specifications will control the general provisions, construction materials, and construction methods for this Contract except as amended by the Plans and Specifications of this Contract.

In case of conflict between the Standard Specifications for Public Works Construction or State Standard Specifications, and the remaining Contract Documents, the remaining Contract Documents shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed completed and in place and that only the best general practice is to be used.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

Unless otherwise specified, CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. Any conflict between this Contract and any other Contract Document shall be resolved in favor of this Contract.

2. **SCOPE OF WORK.** CONTRACTOR shall perform the work as shown on the Contract Drawings, shall furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the completion of the following project:

**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

All of said work to be performed and materials to be furnished shall be in strict accordance with the Drawings and Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by CITY.

3. **CITY APPROVAL.** All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of CITY or its authorized representatives.
4. **CONTRACT AMOUNT AND SCHEDULE.** CITY agrees to pay and Contractor agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

CONTRACTOR agrees to complete the work on **SYKES RANCH PARK IMPROVEMENT PROJECT** in a period not to exceed **Forty-Five (45)** working days per Section 6-7 of the Standard Specifications for Public Works Construction, commencing upon the date stated in the Notice to Proceed by CITY. Construction shall not commence until bonds and insurance are approved by CITY.

5. **CHANGE ORDERS.** All change orders shall be approved by the City Council, except that the City Manager or his designee is hereby authorized by the City Council to make, by written order, changes or additions to the work in an amount not to exceed fifteen (15) percent of this Contract amount and the City Manager or his designee shall notify City Council in a public meeting if changes or additions to the work exceed ten (10) percent of this Contract amount.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

6. PAYMENTS/ACCEPTANCE OF WORK. The text of Subsection 9-3.2 of the Standard Specifications for Public Works Construction is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. CONTRACTOR shall prepare the approximate measurement of the work performed through the closure date and submit it to CITY for approval by the tenth (10th) day of the following month. Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. A full five percent (5%) retention will be deducted from all progress payments. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

Upon completion of the work, CONTRACTOR shall so notify Engineer, in writing, submit satisfactory evidence of payment for equipment, materials and labor, submit "CONTRACTOR'S AFFIDAVIT." Upon receipt of the notification, Engineer shall promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If he finds materials, equipment, or workmanship that do not meet the terms of the Contract, he shall prepare a preliminary punch list of such items and submit it to CONTRACTOR. Final determination of acceptability shall be made by CITY. Upon acceptance of the work, CITY shall file a Notice of Completion. The conditions of the guarantee shall commence on the date that CITY files a Notice of Completion. CITY shall make final payment to CONTRACTOR in the manner provided by law following the expiration of thirty-five (35) days after filing the Notice of Completion.

The final payment shall include the entire sum found to be due hereunder after deducting all previous payments and such other lawful amounts as the terms of this Contract describe.

7. LIQUIDATED DAMAGES; EXTENSION OF TIME. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **five hundred dollars (\$500)** per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 4 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.
8. WAIVER OF CLAIMS. Unless a shorter time is specified elsewhere in this Contract, on or before making final request for payment under paragraph 6 above, CONTRACTOR shall submit to CITY, in writing, all claims for compensation under or arising out of this Contract; the acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against CITY under or arising out of this Contract except those previously made in writing and request for payment. CONTRACTOR shall be required to execute an affidavit, release, and indemnify agreement with each claim for payment.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

9. PREVAILING WAGES. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract, from Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of Murrieta. CONTRACTOR shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. CONTRACTOR shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code.

Pursuant to the provisions of 1775 of the Labor Code, CONTRACTOR shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

10. WORKERS' COMPENSATION LIABILITY INSURANCE. CONTRACTOR, by executing this Agreement, hereby certifies:

"I am aware of the provision of Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

11. TIME OF THE ESSENCE. Time is of the essence in this Contract.
12. INDEMNIFICATION. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify, hold harmless, and defend CITY, its officers, employees, and agents against any and all liability, injuries, or death of persons (CONTRACTOR's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigations arising through the sole active negligence or sole willful misconduct of CITY.
13. CONTRACTOR'S INDEPENDENT INVESTIGATION. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this Contract out to bid will be accepted as an excuse for any failure or omission on the part of CONTRACTOR to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

14. GRATUITIES. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to CITY's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.
15. CONFLICT OF INTEREST. CONTRACTOR warrants that he has no blood or marriage relationship, and that he is not in any way associated with any City officer or employee, or any architect, engineer, or other preparer of the Drawings and Specifications for this project. CONTRACTOR further warrants that no person in his employ has been employed by CITY within one (1) year of the date of Notice Inviting Bids.
16. CONTRACTOR'S AFFIDAVIT. After completion of the work contemplated by this Contract, CONTRACTOR shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice that has been filed under the provisions of the laws of the State of California.
17. SIGNATURE OF CONTRACTOR

Corporations:

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's office.

Partnerships:

Names of all persons comprising the partnership or co-partnership must be stated. Bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging signer to be a general partner is presented to the City Clerk, in which case the general partner may sign.

Joint Ventures:

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Individuals:

Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City Clerk's office, in which case said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated in the signature.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

18. SUBSTITUTED SECURITY. In accordance with Section 22300 of the Public Contracts Code, CONTRACTOR may substitute securities for any monies withheld by CITY to ensure performance under the Contract.

At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a State or Federally chartered bank or an escrow agent who shall pay such monies to CONTRACTOR upon notification by CITY of CONTRACTOR's satisfactory completion of the Contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

19. RESOLUTION OF CLAIMS. Any dispute or claim arising out of this Contract shall be arbitrated pursuant to Section 10240 of the California Public Contracts Code.
20. NOTICE TO CITY OF LABOR DISPUTES. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, CONTRACTOR shall immediately give notice thereof, including all relevant information with respect thereto, to CITY.
21. BOOKS AND RECORDS. CONTRACTOR's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of CITY.
22. UTILITY LOCATION. CITY acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.
23. REGIONAL NOTIFICATION CENTERS. CONTRACTOR agrees to contact the appropriate regional notification center in accordance with Government Code Section 4216.2.
24. TRENCH PROTECTION AND EXCAVATION. CONTRACTOR shall submit its detailed plan for worker protection during the excavation of trenches required by the scope of the work in accordance with Labor Code Section 6705.
- A. CONTRACTOR shall, without disturbing the condition, notify CITY, in writing, as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents, or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
- (1) The presence of any material that CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or
 - (3) Unknown physical conditions at the site of any unusual nature, different materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
 - C. CITY shall promptly investigate the reported conditions. If CITY, through and in the exercise of its sole discretion, determines that the conditions do materially differ or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
 - D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights that pertain to the resolution of disputes and protests between the parties.
25. INSPECTION. The work shall be subject to inspection and testing by CITY and its authorized representatives during manufacture and construction and all other times and places, including, without limitation, the plans of CONTRACTOR and any of its suppliers. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the work.
26. DISCRIMINATION. CONTRACTOR represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.
27. GOVERNING LAW. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.
28. WRITTEN NOTICE. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of CONTRACTOR as set forth in the Contract Documents, and to CITY addressed as follows:

*Brian Crawford
Senior Program Manager
City of Murrieta
1 Town Square
Murrieta, CA 92562*

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date first above written.

DATED: _____

LAND FORMS LANDSCAPE CONSTRUCTION, INC.:

By: _____

Jeff Tracy

Print or type NAME

Chief Executive Officer

Print or type TITLE

(714) 606-4002

Phone Number

By: _____

Sandy Wallace

Print or type NAME

Chief Financial Officer

Print or type TITLE

(949) 842-1780

Phone Number

DATED: _____

CITY OF MURRIETA

By: _____

Lisa DeForest, Mayor

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

ATTEST:

Cristal McDonald, City Clerk

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

PROPOSAL

**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

DATE: 10/30/2023

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) LAND FORMS LANDSCAPE CONTSTRUCTION, INC.

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

All in accordance with the City's Notice Inviting Bids, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein. The attached Bid Schedule is hereby made a part of this proposal.

The undersigned bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit prices or lump-sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract and furnish bonds in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities in any proposal in the interests of City.

The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed, and bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by bidder, the unit price will be considered to be the bid.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

BID SHEET

**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1	Clearing, Grubbing and Demolition	1	LS	19,300.00	19,300.00
2	Traffic Control and Construction Staging	1	LS	9,200.00	9,200.00
3	Mobilization and Demobilization	1	LS	10,000.00	10,000.00
4	Stormwater Pollution Prevention and Erosion Control	1	LS	5,800.00	5,800.00
5	Precise Grading and Onsite Soils Relocation	296	CY	46.00	13,616.00
6	Concrete Sidewalk	1,840	SF	18.00	33,120.00
7	Surface Mount Retrofit ADA Truncated Domes (3'x4')	1	EA	1,100.00	1,100.00
8	Tan 2 Rail Vinyl Fence	200	LF	39.00	7,800.00
9	Galv Plus Steel Fence and Gate	70'	LF	134.00	9,380.00
10	Planting	1	LS	27,700.00	27,700.00
11	Irrigation	1	LS	35,813.00	35,813.00
12	Historical Marker Installation	9	EA	434.00	3,906.00
13	Information Sign Installation	1	EA	510.00	510.00
14	Monument Sign Installation	1	EA	884.00	884.00
15	Trash Can Installation	1	EA	294.00	294.00
16	Bench Installation	3	EA	383.00	1,149.00
17	Concrete Mow Curb	87'	LF	42.00	3,654.00
TOTAL BASE BID:				\$ 183,226.00	
TOTAL AMOUNT OF BASE BID (WORDS): <u>One hundred eighty three thousand two hundred twenty six</u> dollars and zero cents					

Additive:					
	[Not Applicable]				

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

BID SCHEDULE

**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

Addendum (a) No(s) 1 & 2 has/have been received and is/are included in this proposal.

REJECTION OF BIDS

The undersigned agrees that City reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

TIME

The Contract shall be signed by the bidder and returned with the proposal. Signatures shall comply with Section 17 of the Contract. The successful bidder shall submit the Contract bonds and insurance certificate, **within ten (10) calendar days** after the bidder has received a Notice of Award.

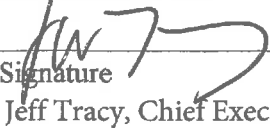
BID DEPOSIT

There is enclosed herewith, a certified check or surety bond in the sum of ten percent (10%) of the base ONE HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED TWENTY-SIX **dollars** and ZERO **cents (\$ 183,226.00)** made payable to City and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds, the certified check or surety bond, the money payable thereon, shall be and remain the property of City.

The undersigned hereby certifies that he will have an appropriate license, issued by the State of California to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will be similarly licensed.

Dated: 10.30.2023
712339
California Contractor's License No.

CONTRACTOR


Signature
Jeff Tracy, Chief Executive Officer
Print or Type Name and Title
949-842-1780
Telephone Number

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

SUBCONTRACTORS LIST


**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent (0.5%), he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

(Identify by *Asterisk Certified DBE Contractors)

Bid Item Number	Name of Subcontractor - Trade	Address/ Telephone
6,7,17	Canelo Construction - Concrete	28052 Camino Capistrano, suite 210 Laguna Niguel, Ca. 92677 (949) 309-9955

NOTE: If alternate bids are called for, and the General Contractor intends to use different or additional subcontractors on the alternates, he must provide a separate list of subcontractors for each alternate.



Signature of Bidder
Jeff Tracy, Chief Executive Officer

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

**SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010**

The bidder is required to state what work of a similar character to that included in the proposed Contract he has successfully performed, especially for public agencies, and give references that will enable City to judge his responsibility, experience, skill, and business and financial standing. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance.

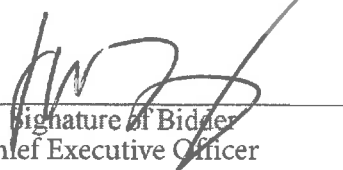
1. Bub Williamson Park, City of Vista - Amanda Lee, City Asst. Mgr. Phone: 760.643.5202
Contract Value: \$3,616,091- completed May 2022

2. Calavera Park, City of Carlsbad- Robert Polley, Construction Mgr. Phone: 760-672-2101
Contract Value: \$926,790- completed March 2022

3. Christopher Park, City of Mission Viejo, Jerry Hill, Phone: 949-470-3085
Contract Value: \$433,361 - completed May 2020

4. Acacia Park Playground & Site Improvements-City of El Segundo-Cheryl Ebert-
Phone: 702-234-6217. Contract Value:\$784,893-completed May 2021

5. Sunshine Park & Westgate Park Improvements & Citywide Playground Roll Coat
Protection- Dario Simoneas- Project Manager- 562-916-1219
Contract Value: \$338,826- completed May 2020



Signature of Bidder
Jeff Tracy, Chief Executive Officer

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

**BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

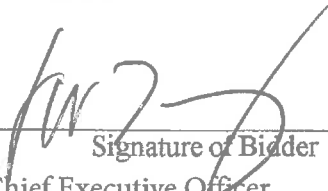
**SYKES RANCH PARK IMPROVEMENT PROJECT
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The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes _____ No X _____

2. If yes, explain the circumstances:



Signature of Bidder

Jeff Tracy, Chief Executive Officer

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

NON-COLLUSION AFFIDAVIT

SYKES RANCH PARK IMPROVEMENT PROJECT
CITY PROJECT No. 23-465 CIP No. 22010

State of California)
County of Orange) ss

JEFF TRACY, being first duly sworn, deposes and says that he or she is
Chief Executive Officer of LAND FORMS LANDSCAPE CONSTRUCTION, INC.

the party making the foregoing bid; 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 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 the information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me this 30th day of October, 2023

S. Wallace
Notary Public

By:

[Signature]
Chief Executive Officer
Title

S. Wallace, Notary Public

Date: 10.30.2023

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of ORANGE

On OCTOBER 30, 2023

Date

before me,

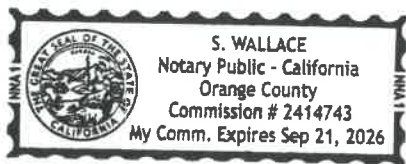
S. WALLACE, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared JEFFREY TRACY

Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

S. Wallace

S. WALLACE, NOTARY PUBLIC

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

BIDDER'S AGREEMENT

SYKES RANCH PARK IMPROVEMENT PROJECT

CITY PROJECT No. 23-465 CIP No. 22010

The undersigned also agrees as follows:

FIRST: Execute the Contract and submit with the proposal in the sealed bid.

SECOND: Within **ten (10) calendar days** from the receipt of the Notice of Award of Contract, furnish to City, two (2) satisfactory bonds in the amounts specified in the Notice Inviting Bids guarantying the faithful performance of the work and payment of bills.

THIRD: To begin work within **ten (10) calendar days** after the date specified in the Notice to Proceed.

Accompanying this proposal is cash, a cashier's check, or a certified check of a bidder's bond for not less than ten percent (10%) of the total amount of the bid payable to City which is to be forfeited, as liquidated damages, if, in the event Contractor does not execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check, or bidder's bond is to be returned to the undersigned. Within fifteen (15) calendar days after award of this Contract, City will return the bidder's bond accompanying such proposal not considered in making the award. All other bidder's bonds will be held until the Contract has been finally executed; they will then be returned to the bidders whose proposals they accompany.

LAND FORMS LANDSCAPE CONSTRUCTION, INC.

BIDDER'S NAME

1901 E. CARNEGIE AVE., #E, SANTA ANA, CA 92705

BIDDER'S ADDRESS

IMPORTANT NOTICE: If bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager; if co-partnership, state true name of firm and names of all individual co-partners composing firm; or, if individual, state first and last names in full.



Officer's Signature

Chief Executive Officer

Title

10.30.2023

Date



Officer's Signature

Secretary

Title

10.30.2023

Date

Officer's Signature

Title

Date

Signature and title of the officer(s) set forth above shall be authorized to sign contracts on behalf of the corporation, co-partnership, or individual. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with City prior to or at time of bid opening; otherwise, the bid will be subject to rejection by City Council.