

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

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**MEETING DATE: October 21, 2024**

**ITEM NUMBER: 10E**

**To: Mayor Jordan B. Nefulda & Members of the City Council**

**Presented By: Ron Noda, Development Services Director**

**Subject: Award of Bid to Marjani Builders, Inc. for Labourdette Park  
Construction Services (CIP No. 24/25-02)**

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### **SUMMARY**

This item recommends the award of a bid for the contractual demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue. It is recommended to award the lowest, responsible bidder, Marjani Builders, Inc., for a total project cost of \$736,826.00.

### **RECOMMENDATION**

1. Award demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue to Marjani Builders, Inc.; and,
2. Authorize the Mayor to execute the Articles of Agreement with Marjani Builders, Inc. for the Labourdette Park Project (CIP 24/25-02) in the amount of \$736,826.00; and,
3. Authorize the City Manager to add work and execute change orders relevant to the project.

### **BACKGROUND**

The City of Los Alamitos and Hirsch and Associates have prepared construction documents for the Labourdette Park Project. The project site is approximately 0.44 acres in size, nestled in the heart of Apartment Row along Howard Avenue between Noel Street and Lexington Drive. This aged neighborhood park will receive upgrades that have not occurred in over 25 years. The upgrades include significant improvements to A.D.A. accessibility, a modern school-age playground with rubberized surfacing replacing the antiquated wood chip design, sleek exercise equipment for adults, improved and efficient lighting, and fresh landscaping. These upgrades will instantly enhance the quality of life, aligning with the City's commitment to the community.

Fortunately, the City was able to curb overall project costs, thanks in part to the City Council approving the cooperative purchase agreement through Sourcewell earlier this year. Cooperative purchase agreements enable cities to enter into piggyback agreements with other reputable government agencies. This allows for reduced pricing through volume purchasing, which was used for the playground and exercise equipment. This also provides the benefit of securing the equipment and reducing the production time.

## **DISCUSSION**

Notices announcing the solicitation of bids for this project were posted as ads in the Event News Enterprise for two consecutive weeks before the bid submittal deadline on Monday, October 14, 2024. Bids for the project were publicly accepted through the City's electronic bid submittal system, BidNet. The City determined that the lowest responsible bid submitted was Marjani Builders, Inc., totaling \$736,826.00. The bid results are provided below.

A comprehensive project timeline will be developed with the project management firm, Hirsch and Associates and the awarded contracting company. The project is estimated to begin this winter 2024, closing in July 2025.

## **FISCAL IMPACT**

Labourdette Park Project is part of the City's Capital Improvement Plan (CIP) list for FY 2024/25. The total budget for this project is \$700,000 with nearly half of the funds coming from Community Development Block Grant (CDBG) money. The breakdown of the projected budget is seen below:

**CDBG - \$300,000**

**General Fund - \$400,000**

- Attachment:
1. Articles of Incorporation - Marjani Builders, Inc.
  2. Marjani Builders, Inc. Bid Proposal
  3. Labourdette Bid Schedule

**ARTICLES OF AGREEMENT**  
**LABOURDETTE PARK PROJECT**  
**AT 4401 HOWARD AVE**  
**NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS DEMOLITION AND CONSTRUCTION SERVICES OF LABOURDETTE PARK PROJECT, SPECIFICATION NO. CIP 24/25-02 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 21 day of October, 2024 BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and MARJANI BUILDERS, INC., a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I: Contract Documents**

The contract documents for the LABOURDETTE PARK PROJECT, SPECIFICATION NO. CIP 24/25-02 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

**ARTICLE II: Scope of Work**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

**ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Seven Hundred Thirty-Six Thousand Eight Hundred Twenty Six Dollars (\$736,826,) unless specifically approved in advance and in writing by AGENCY

Such 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.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

#### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State, and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00, or any greater penalty provided in the Labor Code

for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00, or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

F. Compliance with Federal Labor Standards. In connection with CONTRACTOR'S performance of its responsibilities under the LABOURDETTE PARK PROJECT Agreement, CONTRACTOR shall comply with, and shall cause its contractors, subcontractors, suppliers, consultants, and any other person(s) and/or entity(ies) for which CONTRACTOR is

responsible and others performing work for or on behalf of CONTRACTOR arising out of, resulting from or relating to CONTRACTOR's performance of its responsibilities under the LABOURDETTE PARK PROJECT Agreement to comply with the federal Davis-Bacon Act subject to and in accordance with HUD-4010, and General Decision Number: CA20230024

#### **ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR 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 provided in the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

#### **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are

assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from, or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

### **ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

### **ARTICLE IX: Dispute Resolution**

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

### **ARTICLE X: Independent Contractor**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

### **ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes, and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Irving Montenegro, Jr.

CONTRACTOR: Alexander Marjani

CITY OF LOS ALAMITOS

MARJANI BUILDERS, INC.

3191 Katella Avenue

P.O. Box 3840

Los Alamitos, CA 90720

Mission Viejo, CA 92690

**ARTICLE XIII: Entire Agreement**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

**ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

**ARTICLE XV: General Provisions**

A. All reports, documents, or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired,

but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition, or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers, or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 21st day of October, 2024

CONTRACTOR:

Marjani Builders, Inc.

\_\_\_\_\_  
Alexander Marjani, CEO / President  
Contractor's License No. 1002630

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

AGENCY: \_\_\_\_\_  
Jordan B. Nefulda  
City of Los Alamitos  
Date \_\_\_\_\_

ATTESTED: \_\_\_\_\_  
Windmera Quintanar, MMC, City Clerk  
City of Los Alamitos  
Date \_\_\_\_\_

APPROVED AS  
TO FORM: \_\_\_\_\_  
Michael S. Daudt, City Attorney  
City of Los Alamitos  
Date \_\_\_\_\_

**(EXECUTE IN DUPLICATE)**

**PAYMENT BOND**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Seven Hundred Thirty Six Thousand Eight Hundred Twenty Six Dollars (\$736,826) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of \_\_\_\_\_, 20\_\_.

Contractor\*

Alexander Marjani, CEO President  
MARJANI BUILDERS, INC.  
P.O. Box 3840  
Mission Viejo, CA 92690  
949-305-0393

Surety\*

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

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC.....

.....(SEAL)

**(EXECUTE IN DUPLICATE)**

**FAITHFUL PERFORMANCE BOND**  
**LABOURDETTE PARK PROJECT**  
**AT 4401 HOWARD AVE**  
**NO. CIP 24/25-02**  
**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Contractor’s Business Name, hereinafter referred to as “CONTRACTOR” as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the “AGENCY” in the sum of **Seven Hundred Thirty Six Thousand Eight Hundred Twenty Six Dollars (\$736,826)** which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **LABOURDETTE PARK PROJECT CONTRACT** which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney’s fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_ day of \_\_\_\_\_, 20\_\_

Contractor\*     Alexander Marjani, CEO President .....  
                      Marjani Builders, Inc. ....  
                      P.O. Box 3840 .....  
                      Mission Viejo, CA 92690 .....  
                      949-305-0393 .....

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC.....(SEAL)

**(EXECUTE IN DUPLICATE)**  
**MAINTENANCE BOND**



(EXECUTE IN DUPLICATE)

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_ Marjani Builders, Inc.  
(Contractor)

By:  
(Signature)  
(Title)

Attest:  
By:  
(Signature)  
(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

## **ENDORSEMENTS TO INSURANCE POLICY**

**Name of Insurance Company:**

**Policy Number:**

**Effective Date:**

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the The City of Los Alamitos, its officials, officers, employees, agents and volunteers as additional insured, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
**Authorized Insurance Agent**

**Date:** \_\_\_\_\_

**STATEMENT REGARDING INSURANCE COVERAGE**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: .....

MAILING ADDRESS: .....

.....

.....

AUTHORIZED SIGNATURE: .....

TITLE: .....

DATE: .....

**STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]  
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

*Business & Professions Code § 7028.15:*

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
  - (1)The person is particularly exempted from this chapter.
  - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

*Public Contract Code § 20103.5:*

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SECTION C**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PROPOSAL INFORMATION AND DOCUMENTS**

***PROPOSAL INFORMATION AND DOCUMENTS***

**BID PROPOSAL**

**BID SCHEDULE**

**BID BOND**

**NON-COLLUSION AFFIDAVIT**

**BID GUARANTEE**

**BIDDER INFORMATION**

**EXPERIENCE STATEMENT**

**DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

**BID PROPOSAL**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE,** and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda 01 to 02 into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guaranteed company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidence of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: MARJANI BUILDERS, INC.

MAILING ADDRESS: P.O. Box 3840 Mission Viejo, CA 92690

STATE OF INCORPORATION: CA

AUTHORIZED SIGNATURE: Alexander A. Marjan

TITLE: CEO/President

DATE: Oct. 14<sup>th</sup>, 2024

(If Company is a corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

**BID SCHEDULE**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The cost of all labor, services, material, equipment, and installation necessary for the completion of the work itemized under this schedule, even though not shown, or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E-SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except those appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications, and details.

NAME OF BIDDER: MARJANI BUILDERS, INC.

CONTRACTOR'S LICENSE NO.: 1002630

AUTHORIZED SIGNATURE: Alexander J. Marjan

TITLE: CEO/President

DATE: Oct. 14th, 2024

**BID SCHEDULE (Continued)**  
**LABOURDETTE PARK PROJECT AT 4401 HOWARD AVE**  
**NO. CIP 24/25-02**  
**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

<b>BID SCHEDULE A</b>					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization and SWPPP Maintenance	1	Lump Sum	\$75,000.00	\$75,000.00
2	Site Demolition	1	Lump Sum	\$95,000.00	\$95,000.00
3	4" Thick Grey Concrete	3547	Square Feet	\$20.00	\$70,940.00
4	4" Thick Decorative Concrete	808	Square Feet	\$25.00	\$20,200.00
5	6" Wide Reinforced Concrete Mow Curb	241	Linear Feet	\$20.00	\$4,820.00
6	6" x 18" Reinforced Concrete Play Curb	356	Linear Feet	\$30.00	\$10,680.00
7	1" PVC Water Line, Backflow Preventer	1	Lump Sum	\$3,500.00	\$3,500.00
8	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches, Dog Waste Station	1	Lump Sum	\$47,000.00	\$47,000.00
9	Installation of City provided Play Equipment	1	Lump Sum	\$48,500.00	\$48,500.00
10	Play Area Rubber Surfacing and Base Layer	3022	Square Feet	\$38.00	\$114,836.00
11	Play Area Sand	6	Cubic Yards	\$250.00	\$1,500.00
12	Install City provided Exercise Equipment	1	Lump Sum	\$29,000.00	\$29,000.00
13	Fitness Area Rubber Surfacing over 4" Thick Grey Concrete	1354	Square Feet	\$25.00	\$33,850.00
14	Provide and Install Shade Sail	1	Lump Sum	\$18,500.00	\$18,500.00
15	Refresh Existing Fence Columns, Smooth Stucco Finish	1	Lump Sum	\$7,500.00	\$7,500.00
16	Irrigation System	1	Lump Sum	\$65,000.00	\$65,000.00
17	Landscaping	1	Lump Sum	\$11,000.00	\$11,000.00

18	New SCE Electrical Meter, Pedestal, and Conduit	1	Lump Sum	\$35,000.00	\$35,000.00
19	Any order of work required to construct the project per project plans in entirety not specifically identified within this bid schedule	1	Lump Sum	\$45,000.00	\$45,000.00
<b>Total</b>					<b>\$736,826.00</b>

Bid Schedule A Total \$ 736,826.

Bid Schedule A Total (in words): Seven Hundred Thirty Six Thousand Eight Hundred Twenty Six Dollars.

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications, and details.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

**For the purposes of determining the lowest responsible bidder, the Bid Schedule A Total shall be considered.**

(Company Name of Bidder)

(Date)

MARJANI BUILDERS INC.

Oct. 14<sup>th</sup>, 2024

Alexander J. Marjani

**BIDDER INFORMATION**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder: MARJANI BUILDERS, INC.

Business Address: P.O. Box 3840 Mission Viejo, CA 92690

Telephone: 949.305.0393 FAX: —

E-mail: marjanibuilders@gmail.com

Contractor's License No.: 1002630 Date License Issued: Jan 11<sup>th</sup>, 2014

License Expiration Date: April 30<sup>th</sup>, 2025

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Alexander A. Marjani  
CEO/President  
854 Sunrise Road, Rancho Mission Viejo, CA 92694

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

None

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

None

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

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

Has your firm been reinstated by this entity? Yes / No \_\_\_\_\_

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No Federal / State: \_\_\_\_\_

If "yes", identify and describe, (including status): \_\_\_\_\_

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

Have the penalties been paid? Yes / No: \_\_\_\_\_

B. Does you firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No Codes / Laws: \_\_\_\_\_ Section / Article: \_\_\_\_\_

If "yes", identify and describe (including status): \_\_\_\_\_

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

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 14<sup>th</sup> day of October, ~~2023~~, at Mission Vieja, California. 2024

Authorized Representative Signature and Title Alexander A. Garjan  
CEO / President

EXPERIENCE STATEMENT

LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: Memorial Park Shade Structures Client: City of Irvine  
Date: Jan 2024 Project Value: 1,498,421 Contact: Chris Brown Tel # 949.568.0482  
Description: Fabrication & Installation of Shade Structures on Softball fields - ADA Improvements  
Site Concrete

Subject to Federal Labor Standards:

Yes  No

Project Title: Headquarter Improvements Client: Upper San Gabriel Valley Water District  
Date: Nov. 2022 Project Value: 3,446,523 Contact: Tom Love Tel # 626.443.2297  
Description: Demolition & Reconstruction of 3-stories Headquarter Building / Site Improvements

Subject to Federal Labor Standards:

Yes  No

EXPERIENCE STATEMENT (Continued)

LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: Ramona E.S. MPR Renovation Client: Bellflower Unified School District

Date: Feb. 2021 Project Value: \$ 2,724,740 Contact: Dan Buffington Tel # 562.244.0926

Description: Complete Renovation of Multi-Purpose Room.  
Site Electrical & Low-Voltage  
Site Concrete & Asphalt.

Subject to Federal Labor Standards:  Yes  No

Project Title: Monroe E.S. Site Work Client: Inglewood U.S.D.

Date: July 2019 Project Value: \$ 950,197 Contact: Justin Khoe Tel # 310.419.2799

Description: Site Preparation & Installation of Building Classrooms.  
Underground Utilities, Site Concrete.

Subject to Federal Labor Standards:  Yes  No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this EXPERIENCE STATEMENT are true and correct. Executed this \_\_\_\_\_ day of 14th. October, 2021, at Mission Viejo, California.

Alexander T. Marjan / CEO/President  
Authorized Representative Signature and Title

**DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

**LABOURDETTE PARK PROJECT  
AT 4401 HOWARD AVE  
NO. CIP 24/25-02**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id # <i>CSLB</i>	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
<i>GAMI Construction Fontana, CA</i>	<i>1049632</i>	<i>N</i>	<i>Demolition, Asphalt, Concrete</i>	
<i>Orfeo, Inc. Orange, CA</i>	<i>657695</i>	<i>N</i>	<i>Playground Installation</i>	
<i>Choice Builder</i>	<i>-</i>	<i>Y</i>	<i>Material Supplier</i>	<i>5%</i>
<i>PMK Professional, Inc. Irvine CA</i>	<i>959668</i>	<i>N</i>	<i>Electrical</i>	
<i>Horigans Construction, Inc. Orange, CA</i>	<i>825022</i>	<i>N</i>	<i>Plumbing, Underground Utilities, Irr./L.S.</i>	

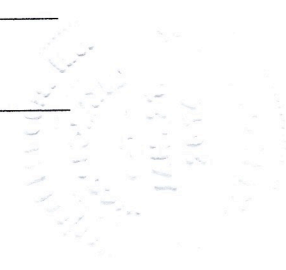
Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: MARJANI BUILDERS, INC.

AUTHORIZED SIGNATURE: *Alexander Marjan*

Date: Oct. 14<sup>th</sup> 2024



NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the CEO/President of Marjani Builders, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 14th [date], at Mission Viejo [city], CA [state]. Oct 24

Alexander A. Marjani  
Signature of Declarant

Alexander A. Marjani  
Printed Name of Declarant

Add. # 1

## Questions & Answers - 1

**Project** 24/25-02 - Labourdette Park Project  
**Buying Organization** City of Los Alamitos

No	Question/Answer	Question Date
Q1	<p><b>Question: General Questions</b></p> <p>I have a few questions:</p> <ol style="list-style-type: none"><li>1. What is the Engineer's estimate for this project?</li><li>2. Is there any job walks/pre-bid conferences and if so are they mandatory?</li><li>3. Is there any prequalification's?</li></ol> <p><b>Answer:</b> Project Estimate and Plans have been uploaded as Addendum No. 1. There are no scheduled job walks or pre-bid conferences. In terms of prequalification's, all requirements for bidders can be found in the attached bid packet.</p>	09/25/2024
Q2	<p><b>Question: Engineer's Estimate</b></p> <p>Hello,</p> <p>Is there an engineer's estimate for this project? Please advise.</p> <p><b>Answer:</b> Project Estimate and Plans have been uploaded as Addendum No. 1.</p>	09/26/2024

## Questions &amp; Answers - 1

**Project** 24/25-02 - Labourdette Park Project  
**Buying Organization** City of Los Alamitos

No	Question/Answer	Question Date
Q1	<p><b>Question: General Questions</b></p> <p>I have a few questions:</p> <ol style="list-style-type: none"><li>1. What is the Engineer's estimate for this project?</li><li>2. Is there any job walks/pre-bid conferences and if so are they mandatory?</li><li>3. Is there any prequalification's?</li></ol> <p><b>Answer:</b> Project Estimate and Plans have been uploaded as Addendum No. 1. There are no scheduled job walks or pre-bid conferences. In terms of prequalification's, all requirements for bidders can be found in the attached bid packet.</p>	09/25/2024
Q2	<p><b>Question: Engineer's Estimate</b></p> <p>Hello, Is there an engineer's estimate for this project? Please advise.</p> <p><b>Answer:</b> Project Estimate and Plans have been uploaded as Addendum No. 1.</p>	09/26/2024

# Bid Schedule

		Marjani Builders, Inc.			Western State Builders, Inc.			RE Schultz Construction, Inc.				
Item	Item Description	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost		
1	Mobilization and SWPPP Maintenance	1	\$75,000.00	\$75,000.00	1	\$121,429.00	\$121,429.00	1	\$100,000.00	\$100,000.00		
2	Site Demolition	1	\$95,000.00	\$95,000.00	1	\$104,845.00	\$104,845.00	1	\$151,826.00	\$151,826.00		
3	4" Thick Grey Concrete	3547	\$20.00	\$70,940.00	3547	\$31.00	\$109,957.00	3547	\$19.00	\$67,393.00		
4	4" Thick Decorative Concrete	808	\$25.00	\$20,200.00	808	\$37.00	\$29,896.00	808	\$32.00	\$25,856.00		
5	6" Wide Reinforced Concrete Mow Curb	241	\$20.00	\$4,820.00	241	\$53.00	\$12,773.00	241	\$70.00	\$16,870.00		
6	6" x 18" Reinforced Concrete Play Curb	356	\$30.00	\$10,680.00	356	\$111.00	\$39,516.00	356	\$125.00	\$44,500.00		
7	1" PVC Water Line, Backflow Preventer	1	\$3,500.00	\$3,500.00	1	\$12,300.00	\$12,300.00	1	\$15,000.00	\$15,000.00		
8	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches, Dog Waste Station	1	\$47,000.00	\$47,000.00	1	\$45,015.00	\$45,015.00	1	\$49,000.00	\$49,000.00		
9	Installation of City provided Play Equipment	1	\$48,500.00	\$48,500.00	1	\$81,300.00	\$81,300.00	1	\$55,000.00	\$55,000.00		
10	Play Area Rubber Surfacing and Base Layer	3022	\$38.00	\$114,836.00	3022	\$27.00	\$81,594.00	3022	\$24.80	\$74,945.60		
11	Play Area Sand	6	\$250.00	\$1,500.00	6	\$330.00	\$1,980.00	6	\$1,000.00	\$6,000.00		
12	Install City provided Exercise Equipment	1	\$29,000.00	\$29,000.00	1	\$18,960.00	\$18,960.00	1	\$8,000.00	\$8,000.00		
13	Fitness Area Rubber Surfacing over 4" Thick Grey Concrete	1354	\$25.00	\$33,850.00	1354	\$24.00	\$32,496.00	1354	\$37.81	\$51,194.74		
14	Provide and Install Shade Sail	1	\$18,500.00	\$18,500.00	1	\$24,200.00	\$24,200.00	1	\$50,000.00	\$50,000.00		
15	Refresh Existing Fence Columns, Smooth Stucco Finish	1	\$7,500.00	\$7,500.00	1	\$10,360.00	\$10,360.00	1	\$12,500.00	\$12,500.00		
16	Irrigation System	1	\$65,000.00	\$65,000.00	1	\$93,555.00	\$93,555.00	1	\$95,000.00	\$95,000.00		
17	Landscaping	1	\$11,000.00	\$11,000.00	1	\$71,800.00	\$71,800.00	1	\$75,000.00	\$75,000.00		
18	New SCE Electrical Meter, Pedestal, and Conduit	1	\$35,000.00	\$35,000.00	1	\$22,800.00	\$22,800.00	1	\$45,000.00	\$45,000.00		
19	Any order of work required to construct the project per project plans in entirety not specifically identified within this bid schedule	1	\$45,000.00	\$45,000.00	1	\$10,000.00	\$10,000.00	1	\$25,000.00	\$25,000.00		
				<b>\$736,826.00</b>					<b>\$924,776.00</b>			<b>\$968,085.34</b>