AGREEMENT

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

THIS	AGREEMENT	("AGREEMENT")	is 1	made and ent	ered in	ito for th	e above-s	tated proje	ct
this	day of	, 20)	, BY AND	BETW	EEN the	e City of	Calabasas,	a
munic	ipal corporation,	hereafter designated	as	"AGENCY",	, and F	S Contra	ctors, Inc,	a Californ	ia
Corpo	ration, hereafter	designated as "CONT	ΓR	ACTOR."					

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, plans, 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

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. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

- 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.
- D. This AGREEMENT is subject to the requirements of a skilled and trained workforce; CONTRACTOR and each of its subcontractors at every tier are required to employ a certain percentage of journeypersons to perform the work, in accordance with Public Contracts Code $\S\S 2600 2602$

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 § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. 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.

E. 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 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.

F. 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.

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.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum coverage and limits

specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR's indemnification obligations in Article VII.

CONTRACTOR's insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents or volunteers, shall be excess of CONTRACTOR's insurance and shall not contribute with it.

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. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

To the fullest extent permitted by law, CONTRACTOR shall, at its sole costs and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (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 any party, person, or organization that AGENCY contracts with, in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by 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.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds 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. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. 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 County of Los Angeles.

C. 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 the 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.

D. 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: CONTRACTOR:

ERICA GREEN

CITY OF CALABASAS

100 Civic Center Way

Calabasas, CA 91302-3172

Jose Angel Fierros
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342

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.
- F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF	the parties hereto for	or themselves, their heirs, execu	utors, administrators
successors, and assigns do	hereby agree to the	full performance of the covena	ants herein contained
and have caused this AGRI	EEMENT to be exe	ecuted in duplicate by setting h	ereunto their names
titles, hands, and seals this	day of	, 20	

CONTRACTOR:	FS Contractors, Inc.	
	Jose Angel Fierros, l CONTRACTOR's I	President License No. 1005940
AGENCY:	Mayor of the City of Calabasas	Date
ATTESTED:	City Clerk of the City of Calabasas	Date
APPROVED AS TO FORM:	City Attorney of the	Date

(EXECUTE IN DUPLICATE)





BA20230812812



California Secretary of State 1500 11th Street Sacramento, California 95814 (916) 653-3516 For Office Use Only

-FILED-

File No.: BA20230812812 Date Filed: 5/18/2023

Entity Details		
Corporation Name	F.S. CONTRACTORS, INC.	
Entity No.	3770094	
Formed In	CALIFORNIA	
Street Address of Principal Office of Corporation		
Principal Address	14838 BLEDSOE ST. SYLMAR, CA 91342	
Mailing Adduses of Counciding		
Mailing Address of Corporation	14838 BLEDSOE ST.	
Mailing Address	14030 BLEDSUE 51. SYLMAR, CA 91342	
Attention		
Street Address of California Office of Corporation		
Street Address of California Office	14838 BLEDSOE ST.	
	SYLMAR, CA 91342	

Officers

Officer Name	Officer Address	Position(s)			
Jose Ernesto Fierros	34545 JUNIPER VALLEY RD. ACTON, CA 93510	Secretary			
+ Jose A Fierros	Apo (Us) 14838 BLEDSOE ST. SYLMAR, CA 91342	Chief Executive Officer, Chief Financial Officer			

Additional Officers

Officer Name	Officer Address	Position	Stated Position
Salomon Fierros	12862 MACLAY AVE. SYLMAR, CA 91342	Vice President	

Directors

Director Name	Director Address		
Jose Angel Fierros	13368 Aldergrove St. Sylmar, CA 91342		

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name JOSE ANGEL FIERROS
Agent Address 14838 BLEDSOE ST.
SYLMAR, CA 91342

Type of Business

Type of Business GENERAL CONTRACTOR

Email Notifications

Opt-in Email Notifications Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.					
Electronic Signature					
By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.					
Jose Angel Fierros 05/18/2023					
Signature Date					

SECTION C-PROPOSAL INFORMATION AND DOCUMENTS

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

Proposal Information and Documents:

▼Bid Proposal

⊌Bid Schedule

✓Bid Bond

✓Bid Guarantee

✓Bidder Information

Experience Statement

Designation of Suppliers and Subcontractors

Statement Regarding Insurance Coverage

Statement Regarding Contractor's Licensing Laws

BID PROPOSAL

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

CITY OF CALABASAS 100 CIVIC CENTER WAY CALABASAS, CALIFORNIA, 91302-3172

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

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.

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 to into this bid proposal and the contract documents.
Attached is a Bid Bond duly completed by a guarantee 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 evidences 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: FS Contractors, Inc.
MAILING ADDRESS: 14838 Bledsoe St., Sylmar, CA 91342
TELEPHONE NO(818) 838-6040
STATE CONTRACTOR'S LICENSE NO
STATE OF INCORPORATION: California

AUTHO	RIZED SIGNATURE:	1.0	Rugel	Fiero	
TITLE:_	President	V	0		
DATE:_	09/13/23	100			

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)



14838 BLEDSOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171 CONTRACTOR'S LICENSE #1005940 CLASS A-C8-C27 • DIR #1000033438

BOARD RESOLUTION OF FS CONTRACTORS INC. ADOPTED ON January 4, 2016

RESOLVED THAT:

- 1. The following are the appointed Directors of FS Contractors, Inc.
 - Jose Angel Fierros, President
 - Salomon Fierros, Vice President
 - Jose Ernesto Fierros, Secretary
- 2. The board of directors approves all the directors to execute contracts and agreements on behalf of FS Contractors, Inc.

Secretary's Certification:

I certify that this resolution was duly adopted by the board of directors of FS Contractors, Inc. at a properly noticed open meeting held on January 4, 2016.

Jose Ernesto Fierros, Secretary

1/4/16

BID SCHEDULE

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, 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 G—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 that 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: FS Contrac	tors, Inc.	_
CONTRACTOR'S LICENSE NO.:	1005940	
AUTHORIZED SIGNATURE:	J. angel From	
TITLE: President	U U	_
DATE: 09/13/23		

BID SCHEDULE (Continued)

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

OPTION A

Improvements with Portable Restroom Enclosure

	Improvements			To the same of the same of	Payment	1551-1764 (IDZ
No.	Item Description	Estimated Quantity	Unit	Unit Price	Reference	Item Amount
1	Mobilization, Demobilization	1	lump sum	60,000	7-3.4	60,000
2	SWPPP, erosion and sediment control	1	lump sum	5,000	3-12.6.3	5,000
3	Removal, disposal	1	lump sum	25,000	401-7	25,000
4	Clearing and Grubbing	0.6	acre	30,000	300-1.4	18,000
5	Unclassified Excavation, contour grading	650	cubic yard	100	300-2.9	65,000
6	Corrugated Metal Pipe, drainage	1	lump sum	6,000	306-15	6,000
7	Water Service	1	lump sum	30,000	1000-4.1	30,000
8	Sanitary Sewer Service	1	lump sum	35,000	1000-4.2	35,000
9	Retaining Seat Walls	344	linear foot	85	303-1.12	29,240
10	Concrete Curb Walls	389	linear foot	90	305-5.9	35,010
11	Concrete Paving Pad	306	square foot	16	305-5.9	4,896
12	Concrete Access Ramp & Landing	1	lump sum	8,000	305-5.9	8,000
13	Concrete DG Borders	141	linear foot	40	305-5.9	5,640
14	Stabilized Decomposed Granite	2526	square foot	3.50	901-4	8,841
15	Stairs	1	lump sum	5,000	902-4	5,000
16	Portable Restroom Enclosure	1	lump sum	3,500	903-4	8,500
17	Fencing	1182	linear foot	145	904-4.1	171,390
18	Welded Wire on Fencing	577	linear foot	50	904-4.2	28,850
19	Dog Gates, 4'	6	per each	2,500	904-4.3	15,000
20	Utility Gates, 10'	2	per each	3,700	904-4.4	7,400
21	Play Equipment and Play Surfacing	1	lump	390,000	905-4	390,000

22	Shade Structures	1	lump sum	85,000	906-4	85,000
23	Tables and Benches	1	lump sum	15,000	907-4	15,000
24	Drinking Fountains	1	lump sum	30,000	908-4	30,000
25	Mulch, Dog Run and Trail	80	cubic yard	100	909-4	8,000
26	< NOT USED IN OPTION A >					
27	< NOT USED IN OPTION A >					
28	< NOT USED IN OPTION A >					
29	< NOT USED IN OPTION A >					

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 in completing the work in place per the Specifications and details.

Bid Schedule Option A Total: \$ 1,099,767

Bid Schedule Option A Total (in words):

One Million ninety nine +	housand seven hundred
Sixty seven \$ 00/10	0
(Company Name of Bidder)	9-13-23 (Date)

BID SCHEDULE (Continued)

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

OPTION B

Improvements with Prefabricated Permanent Restroom

Improvements with Prefabricated Permanent Restroom						
No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1	Mobilization, Demobilization	1	lump sum	60,000	7-3.4	60,000
2	SWPPP, erosion and sediment control	1	lump sum	5,000	3-12.6.3	5,000
3	Removal, disposal	1	lump sum	25,000	401-7	25,000
4	Clearing and Grubbing	0.6	acre	30,000	300-1.4	18,000
5	Unclassified Excavation, contour grading	650	cubic yard	100	300-2.9	65,000
6	Corrugated Metal Pipe, drainage	1	lump sum	6,000	306-15	6,000
7	Water Service	1	lump sum	30,000	1000-4	30,000
8	Sanitary Sewer Service	1	lump sum	35,000	1000-4	35,000
9	Retaining Seat Walls	344	linear foot	85	303-1.12	29,240
10	Concrete Curb Walls	389	linear foot	90	305-5.9	35,010
11	<not b="" in="" option="" used=""></not>					
12	Concrete Access Ramp & Landing	1	lump sum	8,000	305-5.9	8,000
13	Concrete DG Borders	141	linear foot	40	305-5.9	5,640
14	Stabilized Decomposed Granite	2526	square foot	3.50	901-4	8,841
15	Stairs	1	lump sum	5,000	902-4	5,000
16	<not b="" in="" option="" used=""></not>					
17	Fencing	1182	linear foot	145	904-4	171,390
18	Welded Wire on Fencing	577	linear foot	50	904-4	28,850
19	Dog Gates, 4'	6	per each	2,500	904-4	28,850 15,000
20	Utility Gates, 10'	2	per each	3,700	904-4	7,400
21	Play Equipment and Play Surfacing	1	lump sum	390,000	905-4	390,000

22	Shade Structures	1	lump sum	85,000	906-4	85,000
23	Tables and Benches	1	lump sum	15,000	907-4	15,000
24	Water Fountains	1	lump sum	30,000	908-4	30,000
25	Mulch, Dog Run and Trail	80	cubic yard	100	909-4	8,000
26	Prefabricated Restroom	1	lump sum	221,000	910-24.1	221,000
27	Mat Engineered Foundation Pad	1	lump sum	5,000	910-24.2	5,000
28	Concrete Paving (not foundation)	158	square foot	20	305-5.9	3,160
28	Electric Service Connection	1	lump sum	25,000	1100-4	25,000

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 in completing the work in place per the Specifications and details.

Bid Schedule Option B Total: \$ 1,340,531.00

Bid Schedule Option B Total (in words):

One Million	three hundred fourty thousand
five hundred	thirty one \$ 00/100
FS Contractors, Inc.	09/13/23
(Company Name of Bidder)	(Date)

BID BOND

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

KNOW ALL MEN BY THES and RLI Insurance Company AGENCY, in the penal sum of	, as SURETY, are held and f Ten Percent o	firmly bound unto the City of the Total Amount of the Bid	of Calabasas as
dollars (\$ 10% AGENCY for the above stated be bound, jointly and severally			
The SURETY, for value recei its BOND shall be in no way is may accept such Bid; and said	paired or affected by any exte	ension of the time within which	
THE CONDITIONS OF THIS a bid to AGENCY for the abov is awarded and entered into by the required payment and perf shall be null and void, otherwi	e stated project, if said bid is repair PRINCIPAL in the manner appropriate to the property of the state of the project of the project of the state of the project	jected, or if said bid is accepted nd time specified, and PRINC coverages to AGENCY, then	d and a contract IPAL provides this obligation
IN WITNESS WHEREOF the September ,	-	imes, titles, hands, and seals th	is 13th day of
PRINCIPAL* FS Conf	f. augal Frein	treet Sylmar, CA 91342 (818)	838-6040
SURETY* RLI Insura	nce Company 9025 N. Lindb	pergh Drive. Peoria, IL 61615	(800) 483-9754
C	Pietro Micciche, Attorne	v-in-Fact	
3455 O	cean View Blvd #200, Glendale	320022000000	

^{*}Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this ce document to which this certificate is attached, and	ertificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California)
County of Los Angeles	_)
On Seftember 134,2013 before me,	Angel Nunez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Pietro Micciche	
	Name(s) of Signer(s)
subscribed to the within instrument and ack	ctory evidence to be the person(x) whose name(x) is/x/26 inowledged to me that he/x/x/x/x/x/x executed the same in by his/x/x/x/x/x/x/x/x/x/x/x/x/x/x/x/x/x/x/x
ANGEL NUNEZ Notary Public - California Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024	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 Signature of Notary Public
Place Notary Seal Above	OPTIONAL
	this information can deter alteration of the document or fithis form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Number of Pages: Signer(s) Other	man named Above;
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s);	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservato	
☐ Other:Signer Is Representing:	Other:Signer Is Representing:
Halling of the state of the sta	ATTALIANTATIAN DATAMBATAN DATAMBA

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POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Contogether, the "Company") de Patricia Zenizo, Pietro Micco	hereby make, constitute	e and appoint:	surance Company, each an Illinois corporation, (separately and
ratricia Zemzo, Fieno Micc	iche, Elisabete Salazai, jo	ointry or severally	
in the City of GI full power and authority he bonds and undertakings in a (\$25,000,000.00) for a second content of the city of GI full power and authority he bonds and undertakings in a city of full power and authority he bonds are city of full power and authority he bonds are city of full power and authority he bonds are city of full power and authority he bonds and undertakings in a city of full power and authority he bonds are city of full power and authority he bonds and undertakings in a city of full power and authority he bonds are city of full power and authority he bonds are city of full power and authority he bonds are city of full power and authority he bonds are city of full power and authority he bonds are city of full power and authority he bonds are city of full power and authority he bonds are city of	reby conferred, to sign, amount not to exceed	execute, acknowledge	its true and lawful Agent(s) and Attorney(s) in Fact, with and deliver for and on its behalf as Surety, in general, any and al Twenty Five Million Dollars
The acknowledgment and executed and acknowledged			Fact shall be as binding upon the Company as if such bond had been ny.
			Directors of each such corporation, and is now in force, to-wit:
the Company by the Presi of Directors may author Attorneys in Fact or Agen seal is not necessary for the signature of any such office IN WITNESS WHEREOF,	dent, Secretary, any Assi ze. The President, any ts who shall have authori e validity of any bonds, er and the corporate seal the RLI Insurance Co	stant Secretary, Treas Vice President, Secity to issue bonds, pol policies, undertakings may be printed by fa ompany and/or Con	ons of the corporation shall be executed in the corporate name of urer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate, Powers of Attorney or other obligations of the corporation. The esimile." tractors Bonding and Insurance Company, as applicable, have dent with its corporate seal affixed this 25th day of
April , 2022 . State of Illinois	SEAL SEAL	SEAL SEAL	RLI Insurance Company Contractors Bonding and Insurance Company By: Barton W. Davis Vice President
County of Peoria SS			CERTIFICATE
On this 25th day of App personally appeared Barton acknowledged that he signed the officer of the RLI Insurance consurance Company and acknowledged of said corporation.	W. Davis , who being be above Power of Attorne Company and/or Contract	by me duly sworn, by as the aforesaid tors Bonding and	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 1214 day of 427 mod 1 2002
By: Catherine D. Glover	L. Call	Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
1	ATHERINE D. GLOVER OFFICIAL SEAL. by Public - State of Illinois by Commission Expires March 24, 2024		By: Jeffrey Defick Decretary

CERTIFICATE OF ACKNOWLEDGMENT

CERTIFICAT	E OF ACKNOWLEDGMENT	Lisandania
State of California County ofLos Angeles		See Attochment
On September 13, before methods before methods before subscribe he/she/they executed the same in his/her/thei signature(s) on the instrument the person(s), executed the instrument.	ed to the within instrument and active authorized capacity(ies), and the	cknowledged to me that nat by his/her/their
I certify under PENALTY OF PERJURY un paragraph is true and correct.	der the laws of the State of Calif	ornia that the foregoing
WITNESS my hand and official seal.		
Signature	_ (SEAL)	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this ce document to which this certificate is attached, and	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California)
County of Los Angeles	Y
	- /
	Martha Isabel Lopez Riubi, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedJose An	gel Fierros
	Name(s) of Signer(s)
subscribed to the within instrument and ack	
3	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
MARTHA ISABEL LOPEZ RIUBI Notary Public - California Los Angeles County Commission # 2356361 My Comm. Expires May 21, 2025	Signature of Notary Public
Place Notary Seal Above	OPTIONAL —
Though this section is optional, completing fraudulent reattachment o	this information can deter alteration of the document or f 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:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner - □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservato	
Other:	Other: Signer Is Representing:
Signer Is Representing:	Olgher is representing

BID GUARANTEE

NIA

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

Note: The following statement shall be used if other than a bid surety bond accompanies bid. "Accompanying this proposal is a money order*, certified check*, cashier's check*, cash*, payable to the order of the City of Calabasas in the amount of 10% of bid amount which is at least ten percent (10%) of the total amount of this bid. The Dollars (\$ proceeds of this bid guarantee shall become the property of the City of Calabasas provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned." FS Contractors, Inc. NAME OF BIDDER: 14838 Bledsoe St. Sylmar CA 91342 MAILING ADDRESS: **AUTHORIZED SIGNATURE:** President TITLE: 09/13/23 DATE: (*Delete the inapplicable words)

BIDDER INFORMATION

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

BIDDER certifies that the following information is true and correct: FS Contractors, Inc. Name of Bidder: Business Address: 14838 Bledsoe St., Sylmar, CA 91342 FAX: (818) 838-6171 Telephone: (818) 838-0482 E-mail: martha@fscontractorsinc.com Date License Issued: 07/29/15 1005940 CONTRACTOR's License No.: License Expiration Date: 07/31/25 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) Jose Angel Fierros, President - 13368 Aldergrove St. Sylmar, CA 91342 - (818) 974-0895 Salomon Fierros, Vice-President - 12862 Maclay Ave, Sylmar, CA 91342 - (818) 335-0482 Ernesto Fierros, Corporate Secretary - 34545 Juniper Valley Rd. Acton, CA 93510- (818) 335-0775 Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date) N/A 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) N/A Prior Disqualification Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _	N/A Entity:
Locatio	n:
Reason	
Provide	Status and any Supplemental Statement: N/A
	ur firm been reinstated by this entity? Yes / No No
Violatio	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 / N	o: No Federal / State:
If "yes'	', identify and describe, (including status): N/A
-	
Have th	ne penalties been paid? Yes / No:

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

If "yes", identify and describe (including status): N/A

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 13 day of September , 2023, at Sylmar , California.

Authorized Representative: Signature Authorized Representative: Title President

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

EXPERIENCE STATEMENT

WILD WALNUT PARK IMPROVMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, 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:Fl	etcher Fetch Dog Park Improvements Client: City of El Monte		
Date:11/12/2	20 Project Value: \$987,389.00 Contact: Leticia Ortiz Tel # (626) 580-2022		
Description: Demolition, grading, construction of dog play areas, fencing, gates, concrete improvements, planting and irrigation, electrical and lighting, DG trail improvement furniture improvements and play equipment.			
Subject to Fede	ral Labor Standards: Yes No		
Project Title:_	DA Curb Ramps & Sidewalk Lincoln Park Client: City of Pomona		
Date:11/10/	20 Project Value: \$805,740.00 Contact: Saul Martinez Tel # (909) 602-3792		
Description:	Demolition, grubbing, grading, excavating, backfilling, footings, painting, furnish		
	& install furniture, DG trail improvements, construct concrete paths, modify irrigation		
	system, repair planters, etc.		
Subject to Fede	eral Labor Standards: Yes No		

EXPERIENCE STATEMENT (Continued)

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

Project Title: R	ancho Potrero Area 1 Improvement Client: Conejo Recreational Park District			
Date:12/01/	21 Project Value: \$544,000.00 Contact: Andrey MooneyTel # (805) 495-6471			
Description:	Intallation irrigation system, planting, grading, backfilling, DG improvements,			
	construct concrete , furnish & install furniture, fencing, gates. etc.			
Subject to Fede	ral Labor Standards: Yes No			
	Pio Pico Park Improvements Client: City of Pico Rivera			
Date: 01/16/2	20 Project Value: \$\frac{\$413,732.10}{Contact Kenner Guerrero_Tel #_(562) 801-4351			
Description:	Installation of DG path with modification of existing turf and irrigation.			
Fencing, gates, furnish & install furniture, concrete pads and solar LED lighting.				
Subject to Fede	ral Labor Standards: Yes No			
made in this EX	penalty of perjury under the laws of the State of California that all of the representations **RPERIENCE STATEMENT* are true and correct. Executed this13 day of er, 2023, at Sylmar,			
California.				
Authorized Rep	presentative: Signature			
	Title President			

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, 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 of one 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, License No., and Address of Subcontractor	Employer Tax Id#	MBE/ WBE	Work Subcontracted	Portion of Work (% of Contract Price)
		(Y/N)		
Dave Bong Associates			Play Equipment Installation	12.8%
Lic # 745082 Po Box 1088 Tustin, CA			Play Equipment Installation & Shade Campy Installation	
				"
Public Restroom 6			Pretab Restroom Installation	2.2%
Ferreira LIC#985180 10370 Commerce Center Dr.			Fencing	15.8%
Suite B-200 Fancho Cucamnga			l l	

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/ WBE	Work Subcontracted	Portion of Work (% of Contract Price)
		(Y/N)		

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 BIDD	R:FS Contractors, Inc.	
AUTHORIZED S	GNATURE: J. angel From	
Date:09/13/23		

STATEMENT REGARDING INSURANCE COVERAGE

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5-4 INSURANCE** of Section E, Standard Specifications and Section F, Special Provisions. 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:	FS Contractors, Inc.
MAILING ADDRESS:	14838 Bledsoe St. Sylmar CA 91342
	0 0
AUTHORIZED SIGNATURE:	J. augel Frem
TITLE:	President
DATE:	09/13/23

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, 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.
- 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.

CONTRACTOR's Licens	e Number:1005940	
License Expiration Date:_	07/31/25	===
Authorized Signature:	of angel Fresion	
Date: 09/13/23	0	