

**CITY OF SANTA ANA  
CONSTRUCTION CONTRACT AGREEMENT**

PROJECT NOS. 13-6792 & 15-6445

BRISTOL STREET IMPROVEMENTS FROM CIVIC CENTER DRIVE TO WASHINGTON AVENUE AND  
BRISTOL STREET (PHASE 3A) WATER MAIN IMPROVEMENTS

This CONSTRUCTION CONTRACT is made and entered into this 17<sup>th</sup> day of September, 2024 by and between the City of Santa Ana, California, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "CITY"), and Los Angeles Engineering, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

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

1. CONTRACTOR agrees to perform all the work and furnish all the materials at its own cost and expense necessary to construct and complete in a good and workmanlike manner and to the satisfaction of the City Engineer of the CITY, the Bristol Street Improvements and Widening From Civic Center Drive to Washington Avenue Project (hereinafter referred to as the "WORK OF IMPROVEMENT") identified in and in accordance with the Contract Documents prepared by the City's Public Works Agency and approved by the City Council.
2. The complete Construction Contract consists of the "Contract Documents" as defined by the Standard Specifications for Public Works Construction and which include the following:
  - Notice Inviting Bids
  - Information to Bidders
  - Bid Proposal
  - Bid Bond
  - Contract Form
  - Contract Bonds
  - General Provisions
  - Special Provisions
  - Technical Provisions and Project Plans
  - Community Workforce Agreement
  - Appendices

In case of conflict between the Contract Documents, the precedence of documents shall be as established in the Standard Specifications for Public Works Construction.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed Ten Million Five Hundred Seventy-Nine Thousand Three Hundred Fifty Dollars and No Cents (\$10,579,350.00), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit "A," and in accordance with Section 2-7.1 of the Greenbook: Standard Specifications for Public Works Construction.

The BID PROPOSAL contains a schedule of unit price(s) or lump sum(s) based on approximate quantities only, and the City does not expressly or by implication agree that the actual amount of

work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable.

4. CONTRACTOR agrees to complete the WORK OF IMPROVEMENT within the time specified in the Time for Completion of Improvements section of the BID PROPOSAL (Exhibit "A") including commencing construction within the timeframe therein specified after issuance of a Notice to Proceed.
5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the WORK OF IMPROVEMENT a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work in accordance with applicable State and Federal law.
6. If applicable, the CONTRACTOR shall adhere to the CITY'S Community Workforce Agreement (CWA), a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for CONTRACTOR to follow in the crafts persons employed to complete the WORK OF IMPROVEMENT as more fully described in the CWA. The CWA may be found on the City's website at: <http://www.santa-ana.org/pwa/documents/CWA.pdf>
7. CONTRACTOR shall, after award of this Contract, furnish two bonds to be approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
8. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said Warranty Bond shall also be required as a condition of project acceptance. For projects up to Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of Ten Thousand Dollars (\$10,000) or Twenty Percent (20%) of the final contract price. For projects above Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of One Hundred Thousand Dollars (\$100,000) or Ten Percent (10%) of the final contract price.
9. CONTRACTOR shall, after award of this Contract, furnish Certificates of Liability Insurance and Worker's Compensation Insurance as outlined in the General Provisions, to be approved by the CITY.

#### 10. INDEMNIFICATION.

To the fullest extent allowed by law, CONTRACTOR and its Subcontractors hereby agree to defend, indemnify, and hold harmless CITY, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to CITY, from and against any liability, claims, actions, costs, damages or losses, including reasonable costs and attorney's fees, for injury, including death to any person or damage to any property, arising directly or indirectly from, or in any manner relating to, any of the following:

- (i) Performance or nonperformance of the Work of Improvement by CONTRACTOR or its Subcontractors of any lower tier;
- (ii) Performance or nonperformance by CONTRACTOR or its Subcontractors of any lower tier, of any of the obligations under the Contract Documents;
- (iii) The construction activities of CONTRACTOR or its Subcontractors of any lower tier, either on the project site or on other properties;
- (iv) The payment or nonpayment by CONTRACTOR of any of its Subcontractors of any lower tier, for Work of Improvement performed on or off the project site; and
- (v) Any personal injury, property damage or economic loss to third persons related to and arising from the performance or nonperformance by CONTRACTOR or its Subcontractors of any lower tier, of the Work of Improvement.
- (vi) The indemnity obligations of Subcontractors provided by this Section shall be included in all subcontract documents issued by CONTRACTOR.

Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of CONTRACTOR against CITY or any other Indemnitee.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Construction Contract. With respect to any conflict between such federal requirements and the terms of this Construction Contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

*[signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the day and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

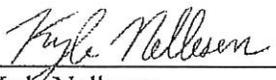
\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

\_\_\_\_\_  
ALVARO NUÑEZ  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONTRACTOR:**  
Los Angeles Engineering, Inc.

By:   
\_\_\_\_\_  
Kyle Nellesen  
Assistant City Attorney

  
\_\_\_\_\_  
NAME:  
TITLE:  
Aaron O'Brien  
Vice President/Secretary

**RECOMMENDED FOR APPROVAL:**

  
\_\_\_\_\_  
 NABIL SABA, PE  
Executive Director  
Public Works Agency

**CITY OF SANTA ANA  
PROPOSAL**

PROJECT NO.: 13-6792; FEDERAL PROJECT NO.: DEMO6L-5063(146), CML 5063(210)  
BRISTOL STREET IMPROVEMENTS AND WIDENING FROM CIVIC CENTER DRIVE  
TO WASHINGTON AVENUE

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: Los Angeles Engineering, Inc.

REQUIREMENT:

The undersigned bidder declares that they have carefully examined the location of the proposed work, that they have examined the Contract Documents in its entirety and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said plans (if any) and the specifications for the unit price(s) or lump sum(s) set forth in the following schedule:

Item	Description	Qty	Unit	Unit Price	Amount
1	Unclassified Excavation*	11,190	CY	\$ 60 -	\$ 671400 -
2	Clearing and Grubbing	1	LS	\$ 445000 -	\$ 445000 -
3	Asphalt Concrete Pavement	8,767	TN	\$ 150 -	\$ 1315050 -
4	Cold Mill (2")	40,205	SF	\$ 0.70	\$ 28143.50
5	PCC Pavement (T=7")	143	CY	\$ 510 -	\$ 72930 -
6	Asphalt Rubber Hot Mix (ARHM)	1,870	TN	\$ 175 -	\$ 327250 -
7	Crushed Aggregate Base (CAB)*	1,000	CY	\$ 185 -	\$ 185000 -
8	PCC Sidewalk (T=4")	29,260	SF	\$ 15 -	\$ 438900 -
9	PCC Driveway Approach (Commercial = 8")	4,510	SF	\$ 30 -	\$ 135300 -
10	PCC Driveway Approach (Residential = 6")	1,320	SF	\$ 25 -	\$ 33000 -
11	PCC Curb Ramp	1,210	SF	\$ 15 -	\$ 18150 -
12	PCC Curb and Gutter (Type A-2-8)	924	LF	\$ 55 -	\$ 50820 -
13	PCC Curb and Gutter (Type A-2-6)	1,210	LF	\$ 50 -	\$ 60500 -
14	PCC Curb (Type B-1)	1,870	LF	\$ 32 -	\$ 59840 -
15	PCC Median Curb (4")	330	LF	\$ 200 -	\$ 66000 -
16	Construct Median Turn Pocket	1	LS	\$ 20000 -	\$ 20000 -

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Item	Description	Qty	Unit	Unit Price	Amount
17	Colored Concrete - Brick Red, Topcast Exposed Aggregate Finish (T=4")	1,540	SF	\$ 12 <sup>-</sup>	\$ 18480 <sup>-</sup>
18	Concrete Bus Pad	2,750	SF	\$ 25 <sup>-</sup>	\$ 68750 <sup>-</sup>
19	PCC Protected Bike Lane (6") – Detail B	2,228	LF	\$ 145 <sup>-</sup>	\$ 323060 <sup>-</sup>
20	PCC Protected Bike Lane at Bus Island (6") – Detail F	150	LF	\$ 650 <sup>-</sup>	\$ 97500 <sup>-</sup>
21	Furnish and Install New Water Valve Frame and Cover	7	EA	\$ 2000 <sup>-</sup>	\$ 14000 <sup>-</sup>
22	Furnish and Install Survey Monument to Finished Grade	2	EA	\$ 2200 <sup>-</sup>	\$ 4400 <sup>-</sup>
23	Adjust Sewer Manhole to Finished Grade	2	EA	\$ 1500 <sup>-</sup>	\$ 3000 <sup>-</sup>
24	Adjust Sewer Cleanout Frame and Cover to Finished Grade	5	EA	\$ 1700 <sup>-</sup>	\$ 8500 <sup>-</sup>
25	Culvert Cleanout Type A	1	EA	\$ 7000 <sup>-</sup>	\$ 7000 <sup>-</sup>
26	Traffic Signal Modification at Bristol St and Washington Ave	1	LS	\$ 240000 <sup>-</sup>	\$ 240000 <sup>-</sup>
27	Traffic Signal Modification at Bristol St and Civic Center Dr.	1	LS	\$ 125000 <sup>-</sup>	\$ 125000 <sup>-</sup>
28	Install 2" PVC Conduit per Plan	230	LF	\$ 70 <sup>-</sup>	\$ 16100 <sup>-</sup>
29	Install 3" PVC Conduit per Plan	60	LF	\$ 220 <sup>-</sup>	\$ 13200 <sup>-</sup>
30	Install 4" PVC Conduit per Plan	1,250	LF	\$ 75 <sup>-</sup>	\$ 93750 <sup>-</sup>
31	Install No. 6 Pull Box	4	EA	\$ 2100 <sup>-</sup>	\$ 8400 <sup>-</sup>
32	Install No. 6E Pull Box	5	EA	\$ 2100 <sup>-</sup>	\$ 10500 <sup>-</sup>
33	Install Traffic Signal Loop Detector (Type E Loop)	6	EA	\$ 1200 <sup>-</sup>	\$ 7200 <sup>-</sup>
34	Install IP Communication System	1	LS	\$ 44926.50	\$ 44926.50
35	Install 144 Strand SMFO Cable	2,500	LF	\$ 4.50	\$ 11250 <sup>-</sup>
36	Install 12 Strand SMFO Cable	150	LF	\$ 4 <sup>-</sup>	\$ 600 <sup>-</sup>
37	Fusion Splice 1 Strand SMFO	60	EA	\$ 55 <sup>-</sup>	\$ 3300 <sup>-</sup>
38	Install Fiber Optic Splice Closure	1	EA	\$ 5500 <sup>-</sup>	\$ 5500 <sup>-</sup>
39	Pothole Traffic Signal Pole Location for Utility Conflicts	4	EA	\$ 1900 <sup>-</sup>	\$ 7600 <sup>-</sup>

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Item	Description	Qty	Unit	Unit Price	Amount
40	Temporary Overhead Wiring at Bristol St & Washington Ave	1	LS	\$ 30000 -	\$ 30000 -
41	Street Lighting Installation	1	LS	\$ 400000 -	\$ 400000 -
42	8" PVC Class 305 (DR 14) C900 Pipe	600	LF	\$ 800 - <del>650</del> (403)	\$ 480000 - <del>405000</del> (403)
43	12" PVC Class 305 (DR 14) C900 Pipe	760	LF	\$ 650 - <del>550</del> (403)	\$ 494000 - <del>418000</del> (403)
44	1" Copper Water Service	5	EA	\$ 7000 -	\$ 35000 -
45	Fire Hydrant	7	EA	\$ 22000 -	\$ 154000 -
46	8" Resilient Wedge Gate Valve	4	EA	\$ 3400 -	\$ 13600 -
47	12" Resilient Wedge Gate Valve	1	EA	\$ 6000 -	\$ 6000 -
48	Steel Casing	50	LF	\$ 450 -	\$ 22500 -
49	Sewer Manhole	1	EA	\$ 7600 -	\$ 7600 -
50	Abandon Existing Water Service	20	EA	\$ 1800 -	\$ 36000 -
51	Abandon Existing Fire Service	1	EA	\$ 7500 -	\$ 7500 -
52	Abandon Existing Sewer Lateral	50	EA	\$ 3500 -	\$ 175000 -
53	Abandon Existing Sewer Manhole	1	EA	\$ 1500 -	\$ 1500 -
54	CCTV Inspection of Existing Sewer Main	2,500	LF	\$ 6 -	\$ 15000 -
55	CCTV Inspection of Existing Sewer Laterals	50	EA	\$ 50 -	\$ 2500 -
56	Vertical Offset Type 1 (As-Needed)*	2	EA	\$ 5600 -	\$ 11200 -
57	Vertical Offset Type 2	3	EA	\$ 9200 -	\$ 27600 -
58	Additional Potholing (As Needed)*	4	EA	\$ 900 -	\$ 3600 -
59	Landscaping	1	LS	\$ 700000 -	\$ 700000 -

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Item	Description	Qty	Unit	Unit Price	Amount
60	Irrigation	1	LS <i>(APB)</i>	\$ <del>750,000</del> <del>50,000</del>	\$ <del>950,000</del> <del>55,000</del> <i>(APB)</i>
61	1-Year Landscaping & Irrigation Maintenance Period	1	LS	\$ <del>25,000</del>	\$ <del>25,000</del>
62	Project Advertisement Sign	2	EA	\$ <del>1,500</del>	\$ <del>3,000</del>
63	Signing and Striping	1	LS	\$ <del>55,000</del>	\$ <del>55,000</del>
64	8' High Sound Wall (including footing)	1,510	LF <i>(APB)</i>	\$ <del>500</del>	\$ <del>755,000</del> <i>(APB)</i> 845,600
65	Ornamental Wall with Fencing (including footing)	110	LF <i>(APB)</i>	\$ <del>1,175</del> <del>2,500</del>	\$ <del>129,250</del> <del>2,750,000</del> <i>(APB)</i> 129,250
66	18" RCP SD (1750-D) per City Standard Plan 1150	12	LF	\$ <del>8,000</del>	\$ <del>96,000</del> <i>(APB)</i>
67	Bus Island Railing	116	LF	\$ <del>300</del>	\$ <del>34,800</del>
68	Catch Basin Type 'B' (W=7') Including Modified Local Depression	1	EA	\$ <del>15,000</del>	\$ <del>15,000</del>
69	Furnish and Install Bus Shelter Unit (12' AD Sunset Shelter)	1	EA	\$ <del>30,000</del>	\$ <del>30,000</del>
70	Biofiltration Structure (MWS-L-8-12-C by Contech or Approved Equal)	2	EA	\$ <del>88,000</del>	\$ <del>176,000</del>
71	Biofiltration Structure BMP 1 (Filterra 12x4-649410-20 by Contech or Approved Equal)	1	EA	\$ <del>65,000</del>	\$ <del>65,000</del>
72	Biofiltration Structure BMP 2 (Filterra 15x7-649410-10 by Contech or Approved Equal)	1	EA	\$ <del>115,000</del>	\$ <del>115,000</del>
73	Biofiltration Structure BMP 3 (MWS-L-4-21-4'-9.5"-V-HC by Contech or Approved Equal)	1	EA	\$ <del>110,000</del>	\$ <del>110,000</del>
74	Biofiltration Structure BMP 4 (MWS-L-4-21-2'-3.5"-V by Contech or Approved Equal)	1	EA	\$ <del>94,000</del>	\$ <del>94,000</del>
75	PCC Pavement (T=10")	55	CY	\$ <del>650</del>	\$ <del>35,750</del>
76	Decorative 4" PCC Sidewalk with Scorelines	129	SF	\$ <del>100</del>	\$ <del>12,900</del>
77	6" PVC SDR-35	67	LF	\$ <del>550</del>	\$ <del>36,850</del>
78	12" RCP (2500-D) and Bedding	81	LF	\$ <del>800</del>	\$ <del>64,800</del>
79	Remove and Abandon Existing Sewer Lateral	36	LF	\$ <del>100</del>	\$ <del>3,600</del>

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Item	Description	Qty	Unit	Unit Price	Amount
80	SWPPP Risk Level 2	1	LS	\$ 45000 <sup>-</sup>	\$ 45000 <sup>-</sup>
81	As-Built Plans	1	LS	\$5,000	\$ 5000 <sup>-</sup>
82	Construction Permit	1	LS	\$36,300	\$ 36300 <sup>-</sup>
<b>TOTAL BASE BID</b>				\$ 10579350 <sup>-</sup>	

The lowest responsible bidder shall be selected based on the total base bid. The City reserves the right to award the Base Bid, and any, all, or none of the add-alternate bid items (if any).

\* The quantity for this bid item is shown for bid comparison only. This bid item shall not be subject to the "25%" limit as stated in Section 3-2 of the Standard Specifications. The actual amount for this item will be dictated by the actual quantity used, and the Agency reserves the right to increase or decrease the quantity of this item accordingly.

† This bid item is considered a Specialty Item per Section 3-2 of the Standard Specifications.

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within number (300) working days after the commencement date stated in the Notice to Proceed.

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be \$4,760 per calendar day.

Name of Firm Los Angeles Engineering, Inc.

Signature of BIDDER 

Title Aaron O'Brien, Vice President / Secretary

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)

Los Angeles Engineering, Inc - Corporation  
Angus O'Brien - President  
Aaron O'Brien - Vice President / Secretary  
Melody Turner - CFO

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BIDDER'S STATEMENT

BIDDER understands and agrees that this Bid Proposal, Contract Documents and subsequent Construction Contract Agreement shall constitute the entire agreement between BIDDER and the AGENCY only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Public Works Agency Executive Director or his/her duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to BIDDER or deposited with the United States Postal Service properly addressed to the BIDDER with the correct postage affixed thereto.

BIDDER further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish AGENCY all required bonds and certificate of liability insurance within ten (10) business days or the funds, check, draft, or BIDDERS bond substituted in lieu thereof accompanying this proposal shall become the property of the AGENCY and shall be considered as payment of damages due to the delay and other causes suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise said funds, check, drafts, or BIDDER'S bond substituted in lieu thereof shall be returned to the undersigned.

BIDDER understands that a bid is required for the entire work, the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER also certifies that the bid is a balanced bid.

In accordance with Section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

Name of Firm Los Angeles Engineering, Inc.

Signature of BIDDER 

Title Aaron O'Brien, Vice President / Secretary

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)

# Greenbook Section 2-7.1

## **2-7 CHANGES INITIATED BY THE AGENCY.**

**2-7.1 General.** The Agency may change the Plans, Specifications, character of the work, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, any adjustment in the Contract time of completion, and when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.