

**CONTRACTOR AGREEMENT BETWEEN THE CITY OF SANTA ANA AND J & L
CONSTRUCTORS INC. FOR ON-CALL EMERGENCY ASPHALT CONCRETE,
CONCRETE AND STORM DRAIN REPAIR SERVICES**

THIS AGREEMENT is made and entered into on this 21st day of May, 2024 by and between J&L Constructors, Inc., a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On January 9, 2024, the City issued Request for Proposal (“RFP”) No. 23-182, by which it sought to retain a Contractor having special skill and knowledge in the field of on-call emergency asphalt concrete, concrete and storm drain repair services.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide such services described in the Scope of Work that was included in RFP No. 23-182.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated herein, and as further described in **Contractor’s Proposal - Exhibit B**, attached hereto and incorporated herein.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Contractor ‘s Fee Proposal, which is attached hereto and fully incorporated herein by this reference as “**Compensation - Exhibit C.**” Contractor is one of three (3) separate contractors selected to provide services on an on-call basis under RFP 23-182. The total compensation for services provided by all contractors selected under RFP 23-182 shall not exceed the shared aggregate amount of \$3,000,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Contractor agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Contractor agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Contractor's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and end on May 20, 2027, with the option for the City to grant up to one (1), two (2) year extension, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of

authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20

10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for

personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period 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 records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also

information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. 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 is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702

To Contractor:

Bryson Miller
J & L Constructors Inc.
80 Huntington Street
Huntington Beach, CA 92648
Email: Bryson@jandlcon.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board (“CARB”) including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments (“Regulation”).

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor’s and its subcontractors’ fleets including, without limitation, the Certificates of Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any

other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

22. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures on following page]

SIGNATURE PAGE TO CONTRACTOR AGREEMENT BETWEEN THE CITY OF SANTA ANA AND J & L CONSTRUCTORS INC. FOR ON-CALL EMERGENCY ASPHALT CONCRETE, CONCRETE AND STORM DRAIN REPAIR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Alvaro Nunez
Acting City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: _____
Jonathan T. Martinez
Assistant City Attorney

By: _____
Title: Owner/President

RECOMMENDED FOR APPROVAL

Nabil Saba
Executive Director
Public Works Agency



EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL EMERGENCY
ASPHALT CONCRETE, CONCRETE AND STORM DRAIN SERVICES
RFP NO. 23-182**

INTRODUCTION/BACKGROUND

The City of Santa Ana (City) desires to enter into an agreement with a qualified construction company for the repair of roadway asphalt concrete and concrete, underground, street lighting and/or electrical conduit installation, storm drain, and/or other infrastructure within the public right of way (with the exception of water and sanitation systems) that may experience failures within the term of the agreement on an on-call and emergency work for general improvements, on an as needed, Task Order basis. Ancillary related work includes, but is not limited to, occasional replacement traffic pavement markings and sign replacements and related support services and paid for as described in **Section I “Nature of Work.”**

The purpose of this request for proposals is to obtain qualified construction firms to augment the City’s capacity to perform emergency roadway and storm drain repair water service in the event of system failures.

DESCRIPTION OF WORK

On an on-call, as needed basis, the selected firm(s) may be asked to provide professional services on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees. The scope of work will vary per Task Order within the public right-of-way. It may include, but not be limited to, the procurement and/or removal of materials, excavation, installation, backfill, compaction, grading, sidewalk and paving, curb and gutter, fencing, guardrail, barrier, catch basins, removing and/or replacing pipe and related appurtenances, street lighting, electrical conduits, wiring, and pavement markings, signs, sign posts and miscellaneous other street furniture, and repairing various items within the public right-of-way, traffic control, mobilization, compliance with this agreement and all other work necessary to complete on-call emergency Task Orders specified per incident. The work completed shall be in compliance with the City’s Standard Plans, Caltrans Standard Plans and the “Greenbook” and Caltrans’ Standard Specifications and as specified in this agreement. Work shall also be in compliance with the City’s Standard Plan No. 1160, “Street Work and Utility Permit General Provisions.”

QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER)

For the purposes of providing a Fee Schedule based on the below Sample Task Orders, the following work items and quantities are provided. The Fee Schedule in Attachment 5:

Each **Fee Schedule** shall include a schedule of the hourly billing rates for ALL contractor and subcontractor staff and labor personnel. Additionally, for each discipline that a company seeks to be considered, the below table(s) shall be completed. For example, if a General Contractor is submitting for Asphalt Concrete and Concrete Work, Sample Task Orders A and B would both be required to be completed as part of the **Fee Schedule**. Each table shall include the filling in of the last two columns for the relevant sample task orders for whichever category(ies) are being submitted for consideration. However, actual work will be paid for as described in **Section I “Nature of Work.”** Sample Task Orders for Asphalt Concrete, Concrete Paving, Stormdrain, and Street Lighting within the public right-of-way related work are, respectively:

Sample Task Order A – Asphalt Concrete					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	AC Pavement	130	TN		
3	Furnish and Install #6 Pullbox	4	EA		
4	Adjust Manhole to Finished Grade	5	EA		
5	PCC Curb & Gutter (Type A-2-8)	100	LF		
6	Signing & Srtiping	1	LS		
7	Traffic Control Work	1	LS		

Sample Task Order B – Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	PCC Sidewalk (T=4’)	2,500	SF		
3	PCC Curb Ramp	3,000	SF		
4	PCC Curb & Gutter (Type A-2-8)	100	LF		
5	Furnish and Install #6 Pullbox	4	EA		
6	Adjust Manhole to Furnished Grade	5	EA		
7	Catch Basin (Type “B”, W=10’)	1	EA		
8	Remove and Replace 30” Reinforced Concrete Pipe	75	LF		
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF		
10	Guard Rail Replacement (Caltrans)	1	EA		
11	Remove and Replace Chain Link R/W Fence	50	LF		
12	Concrete Barrier Type 83 (Caltrans)	50	LF		
13	Traffic Control Work	1	LS		

Sample Task Order C – Stormdrain

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	AC Pavement	130	TN		
3	Remove & Replace 18” Corrugated Metal Pipe (CMP)	75	LF		
4	Remove & Replace 18” Reinforced Concrete Pipe (RCP)	75	LF		
5	Remove & Replace 30” Reinforced Concrete Pipe (RCP)	75	LF		
6	Catch Basin (Type “B”, W=10’)	1	EA		
7	Traffic Control Work	1	LS		

Sample Task Order D – Street Lighting

Description	Qty	Unit	Unit Price	Total
Furnish and Install Streetlight Pole	10	EA		
Remove Existing Wooden Pole	5	EA		
Remove Existing Steel Pole	5	EA		
Install Electrical Meter Pedestal	1	EA		
Install 2” PVC Conduit	4000	LF		
Install No. 5 Pull Box	3	EA		
Pothole Street Light Pole Location	10	EA		
Traffic Control Work	1	LS		

SURETY BOND

For each Task Order Issued by Public Works Agency, the Contractor shall provide cash deposit or surety “Payment” and “Performance” bonds in the amounts specified by the “Greenbook” and City of Santa Ana upon approval of the proposed itemized cost estimate for each approved on-call or emergency Task Order which will be based upon the City’s Standard Plans, As-Built Plans, or other direction from the Public Works Agency. The cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds shall not be required at the time of the submittal of RFP Proposal.** The City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. The cash deposit shall be released approximately 135 days after all related permits and/or other approvals required are signed off by the City’s Construction Inspector, and the passage of any lien periods. In the event the work is not completed within one year of the date that a street work permit or Task Order is signed, applicant agrees that the City may apply the cash deposit to the cost of completing the work and such work may be completed at the sole convenience of the City of Santa Ana. The deposit amount will be determined based upon the surface drainage and street improvement plans.

CONTRACTOR RESPONSIBILITIES

Contractor must be able to respond to City's request for emergency repair work on a timely and urgent manner. The contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within one hour. Contractor's repair crews must be able to arrive at job site within 8 hours of approval from City to commence work. Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday). Anytime outside of business hours of operation may be considered after hours/weekends.

The Contractor shall, prior to award of contract and without additional expense to the City, possess all licenses and permits (unless waived by the City) required for the performance of the work required by this contract, including but not limited to a California Class (A, C-8 or C34) Contractor's license and a City of Santa Ana Business License.

1. Street work shall be required to be performed by a licensed contractor for any and all the work in the public right of way. The contractor must provide the following prior to initiating Task Order work.
 - a. A City of Santa Ana business license.
 - b. A Certificate of Insurance of general liability containing requirements as set forth by the City Attorney and per the Standard Agreement.
 - c. A Contractors license (with appropriate classification).
 - d. Proof of Worker's Compensation Insurance.
2. Provide BMPs and/or erosion control plans for planned Task Order work unless directed otherwise by the City:
3. If required, the Contractor shall submit, for review and approval, a surface drainage/grading/erosion control plan, prepared by a registered civil engineer, showing the direction and means of flow within the street.

SUBCONTRACTORS

Any Subcontractors intended to be used, shall be listed in the proposal. Any additional subcontractors that may become necessary, shall require approval by the City prior to start of any assigned work. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

PAYMENT AND INVOICING:

Selected Contractor shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

CITY RESPONSIBILITIES:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically, in referred to herein.

- Furnish scope of work and provide general direction as needed for any assigned Task Orders
- All plan check coordination within the City
- Construction administration
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards), if needed
- Electronic files for title sheets and sheet borders, if needed

DEFINITION OF ITEMS (SAMPLE TASK ORDERS A, B, C, & D):

The unit prices paid for the items listed in the Contractor's Proposal as defined herein include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown in the Task Order, Standard Plans, Sketch, Other Plans, as directed by the Engineer.

All incidental work which is not otherwise specified, and which is necessary to complete the improvements shall be furnished and installed as though such work was specified, and no additional compensation would be allowed therefore. If not stated otherwise, work shall be in conformance to the "Greenbook" Standard Specifications for Public Works Construction, 2018 Edition.

*Each Sample Task Order's work items include, but are not limited to, the following listed below for the Fee Schedule Submittal. Actual Task Order work, if granted, will generally be **on a Time and Materials basis in accordance with labor rates for the type of work and material required per Task Order granted and according to the schedule of rates provided as part of this proposal.** The Sample Task Order information provided will primarily be used to compare various proposals.*

Sample Task Order A Items of Work

Item No. 1 - Unclassified Excavation

Payment for **Unclassified Excavation** shall be at the contract unit price per Cubic Yard listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for unclassified fill, if any, is considered as included in the unit price paid for unclassified excavation.

Payment for over-excavation shall be paid for at the unit price for unclassified excavation.

Item No. 2 - Asphalt Concrete (AC) Pavement

Payment for **Asphalt Concrete (AC) Pavement** shall be at the contract unit price bid per Ton as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for asphalt concrete pavement used in areas of over-excavation to mitigate unsuitable subgrade materials shall be paid for at the contract unit price bid per ton.

Item No. 3- Furnish and Install New #6 Pull Box

The work under this item for Furnish and Install New #6 Pull Box shall be in accordance with the latest CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents to be provided for each Task Order Work. The assumed material for placement shall be concrete and any removal of an existing pull box shall be included in the price paid to furnish and install a new pull box and no additional payment will be allowed therefore.

Payment for **Furnish and Install New #6 Pull Box** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 4 - Adjust Manhole to Finished Grade

Payment for **Adjust Manhole to Finished Grade** shall be at the contract unit price bid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 5 - PCC Curb & Gutter (A-2-8)

The work under this item consists of grading, compacting subgrade, constructing 12” wide by 12” deep AC Hot Mix on compacted subgrade, and constructing PCC Curb & Gutter (outside of the curb ramp footprint, beyond the BCR or ECR) in accordance with the provisions of Section 301-1, “Subgrade Preparation,” and Section 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **PCC Curb & Gutter (A-2-8)** shall be at the contract unit price bid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 6 - Signing & Striping

The work under this item for Signing and Striping shall be in accordance with the latest CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Signing & Striping** shall be at the contract Lump Sum listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, disposal of all removed materials and incidentals as required and no additional compensation will be allowed therefore.

Item No. 7 – Traffic Control

The work under this item for Signing and Striping shall be in accordance with the latest Watch Manual, CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Traffic Control** shall be at the contract unit price per Lump Sum (LS) as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Sample Task Order B Items of Work

Item No. 1 - Unclassified Excavation

Payment for **Unclassified Excavation** shall be at the contract unit price per Cubic Yard listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for unclassified fill, if any, is considered as included in the unit price paid for unclassified excavation.

Payment for over-excavation shall be paid for at the unit price for unclassified excavation.

Item No. 2 - PCC Sidewalk (T=4")

The work under this item consists of grading, compacting subgrade, and constructing 4-inch thick PCC Sidewalk shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications, plans, and contract document specifications.

Payment for **PCC Sidewalk (T=4")** shall be at the contract unit price bid per Square Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore. Payment for thickness (T=6") shall be paid 1.5 times the unit price.

Item No. 3 - PCC Curb Ramp

The work under this item consists of saw-cutting, removing, grading, compacting subgrade, constructing 12" wide by 12" deep AC Hot Mix on compacted subgrade, and constructing PCC Curb & Gutter and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **PCC Curb Ramp** shall be at the contract unit price bid per Square Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore. The area included in this bid item shall be measured from the gutter lip to the back of walk, from BCR to ECR.

Item No. 4 - PCC Curb & Gutter (A-2-8)

The work under this item consists of grading, compacting subgrade, constructing 12” wide by 12” deep AC Hot Mix on compacted subgrade, and constructing PCC Curb & Gutter (outside of the curb ramp footprint, beyond the BCR or ECR) in accordance with the provisions of Section 301-1, “Subgrade Preparation,” and Section 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **PCC Curb & Gutter (A-2-8)** shall be at the contract unit price bid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 5- Furnish and Install New #6 Pull Box

The work under this item for Furnish and Install New #6 Pull Box shall be in accordance with the latest CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents to be provided for each Task Order Work. The assumed material for placement shall be concrete and any removal of an existing pull box shall be included in the price paid to furnish and install a new pull box and no additional payment will be allowed therefore.

Payment for **Furnish and Install New #6 Pull Box** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 6 - Adjust Manhole to Finished Grade

Payment for **Adjust Manhole to Finished Grade** shall be at the contract unit price bid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 7- Catch Basin (Type “B,” W=10’)

The work under this item consists of grading, compacting subgrade, and constructing Catch Basin and shall be in accordance with the provisions of Section 301-1, “Subgrade Preparation,” and Section 303-1, “Concrete Structures” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Catch Basin (Type “B,” W=10’)** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing catch basins and/or other appurtenances, including furnishing all materials, labor, equipment, tools, and incidentals as required to construct a new catch basin, soil preparation and compaction, and no additional compensation will be allowed therefore.

Item No. 8 – Remove and Replace 30” Reinforced Concrete Pipe

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 30” Reinforced Concrete Pipe and shall be in accordance with the provisions of Section 306, “Underground Conduit Construction” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Remove and Replace 30” Reinforced Concrete Pipe** shall be at the contract unit price paid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing pipe, furnishing all materials, labor, equipment, tools, and incidentals as required to install new pipe, bedding preparation, and no additional compensation will be allowed therefore.

Item No. 9 – Guard Rail Replacement (Caltrans RSP A77N4)

The work under this item consists of grading, compacting subgrade, and constructing Guard Rail Replacement (Caltrans RSP A77N4) and shall be in accordance with the provisions of Section 301-1, “Subgrade Preparation,” with the provisions of Section 204, “Lumber and Treatment with Preservatives,” Section 304-2.2 “Flexible Metal Guard Rail,” any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Guard Rail Replacement (Caltrans RSP A77N4)** shall be at the contract unit price paid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing guard rail, furnishing all materials, labor, equipment, tools, and incidentals as required to install new guardrail, foundation preparation, and no additional compensation will be allowed therefore.

Item No. 10 - Guard Rail Replacement Termination (Caltrans)

The work under this item consists of grading, compacting subgrade, and constructing Guard Rail Replacement Termination (Caltrans) and shall be in accordance with the provisions of Section 301-1, “Subgrade Preparation,” with the provisions of Section 204, “Lumber and Treatment with Preservatives,” Section 304-2.2 “Flexible Metal Guard Rail,” any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Guard Rail Replacement Termination (Caltrans)** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing guard rail termination, furnishing all materials, labor, equipment, tools, and incidentals as required to install new guardrail termination, foundation preparation, and no additional compensation will be allowed therefore.

Item No. 11 – Remove and Replace Chain Link R/W Fence

The work under this item consists of grading, compacting subgrade, and construction of foundations to support the posts for Remove and Replace Chain Link Fence and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curb, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" and Section 304-3 "Chain Link Fence" of the Standard Specifications any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Remove and Replace Chain Link R/W Fence** shall be at the contract unit price bid per Square Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing chain link fence (and posts/foundations), furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 12 –Concrete Barrier Type 836 (Caltrans)

The work under this item consists of grading, compacting subgrade, and removing and/or construction Concrete Barrier Type 836 (Caltrans) and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," Caltrans Standard Specifications, any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Concrete Barrier Type 836 (Caltrans)** shall be at the contract unit price bid per Lineal Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing concrete barrier or other appurtenances, furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 13 – Traffic Control

The work under this item for Signing and Striping shall be in accordance with the latest Watch Manual, CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Traffic Control** shall be at the contract unit price per Lump Sum (LS) as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Sample Task Order C Items of Work

Item No. 1 - Unclassified Excavation

Payment for **Unclassified Excavation** shall be at the contract unit price per Cubic Yard listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for unclassified fill, if any, is considered as included in the unit price paid for unclassified excavation.

Payment for over-excavation shall be paid for at the unit price for unclassified excavation.

Item No. 2 - Asphalt Concrete (AC) Pavement

Payment for **Asphalt Concrete (AC) Pavement** shall be at the contract unit price bid per Ton as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for asphalt concrete pavement used in areas of over-excavation to mitigate unsuitable subgrade materials shall be paid for at the contract unit price bid per ton.

Item No. 3 – Remove and Replace 18” Corrugated Metal Pipe (CMP)

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 18” Corrugated Metal Pipe (CMP) and shall be in accordance with the provisions of Section 306, “Underground Conduit Construction” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Remove and Replace 18” Corrugated Metal Pipe (CMP)** shall be at the contract unit price paid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing pipe, furnishing all materials, labor, equipment, tools, and incidentals as required to install new pipe, bedding preparation, and no additional compensation will be allowed therefore.

Item No. 4 – Remove and Replace 18” Reinforced Concrete Pipe

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 18” Reinforced Concrete Pipe and shall be in accordance with the provisions of Section 306, “Underground Conduit Construction” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Remove and Replace 18” Reinforced Concrete Pipe** shall be at the contract unit price paid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing pipe, furnishing all materials, labor, equipment, tools, and incidentals as required to install new pipe, bedding preparation, and no additional compensation will be allowed therefore.

Item No. 5 – Remove and Replace 30” Reinforced Concrete Pipe

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 30” Reinforced Concrete Pipe and shall be in accordance with the provisions of Section 306, “Underground Conduit Construction” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Remove and Replace 30” Reinforced Concrete Pipe** shall be at the contract unit price paid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing pipe, furnishing all materials, labor, equipment, tools, and incidentals as required to install new pipe, bedding preparation, and no additional compensation will be allowed therefore.

Item No. 6- Catch Basin (Type “B,” W=10’)

The work under this item consists of grading, compacting subgrade, and constructing Catch Basin and shall be in accordance with the provisions of Section 301-1, “Subgrade Preparation,” and Section 303-1, “Concrete Structures” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Catch Basin (Type “B,” W=10’)** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing catch basins and/or other appurtenances, including furnishing all materials, labor, equipment, tools, and incidentals as required to construct a new catch basin, soil preparation and compaction, and no additional compensation will be allowed therefore.

Item No. 7 – Traffic Control

The work under this item for Signing and Striping shall be in accordance with the latest Watch Manual, CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Traffic Control** shall be at the contract unit price per Lump Sum (LS) as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Sample Task Order D Items of Work

Item No. 1 – Furnish and Install Streetlight Pole

This work consists of furnishing and installing Ameron 4B127 Street Light Pole including foundation, 2” PVC (stub out) conduits, Grout cap, 8’ Clamp-On Arm Assembly, Overhead Pin & Insulator, LED Luminaire, 8-8 Bard Duplex Aluminum Conductor wiring, and any other work required to provide the intended operation at the locations shown on the project plans per City of Santa Ana Special Provisions and Standard Plans 1126H-3 and 1126H-2 and 1104.

The unit price for each Street Light Pole shall be considered full compensation for furnishing all labor, materials, tools, equipment, removals, excavation, landscape repair, turf repair, hardscape repair, irrigation repair, root shaving, tree trimming, sidewalk restoration, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Item No. 2 – Remove Existing Wooden Pole

This work consists of removing and discarding Street Light Pole including luminaire arm, existing overhead wiring, and any other appurtenances. Salvage equipment as directed by Engineer.

The unit price for each removed Street Light Pole shall be considered full compensation for all labor, materials, tools, equipment, removals, excavation, paving, landscape repair, turf repair, hardscape repair, irrigation repair, sidewalk restoration, and appurtenances for all related items of work necessary for the removal. No additional compensation will be allowed therefore.

Item No. 3 – Remove Existing Steel Pole

This work consists of removing and discarding Street Light Pole including foundation, luminaire arm, overhead wiring, and any other appurtenances. Salvage equipment as directed by Engineer.

The unit price for each removed Street Light Pole shall be considered full compensation for all labor, materials, tools, equipment, removals, excavation, paving, landscape repair, turf repair, hardscape repair, irrigation repair, sidewalk restoration, and appurtenances for all related items of work necessary for the removal. No additional compensation will be allowed therefore.

Item No. 4 – Install Electrical Meter Pedestal

This work consists of furnishing and installing Electrical Meter Pedestal including foundation, circuit breakers, photocell, contactors, conduits, wiring, SCE coordination, electrical permit and any other work required to provide the intended operation at the location required per City of Santa Ana Special Provisions, Standard Plan 1126M and any approved Southern California Edison Design Plans.

The unit price for each Install Electrical Meter Pedestal shall be considered full compensation for furnishing all labor, materials, tools, equipment, removals, paving, landscape repair, irrigation repair, root shaving, sidewalk restoration, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Item No. 5 – Install 2” PVC Conduit

This work consists of furnishing and installing Polyvinylchloride (PVC) street lighting conduit including pull tape, ground wire, fittings, duct seal, utility potholing, concrete or asphalt restoration and appurtenances complete and in place, of the size indicated on the plans.

The unit price bid per linear foot of PVC Conduit shall be considered full compensation for furnishing all labor, materials, tools, equipment, removals, paving, landscape repair, irrigation repair, root shaving, sidewalk restoration, pothole and/or trench backfill per City Std. Plan 1150, permanent asphalt replacement, permanent PCC replacement, striping and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Item No. 6 – Install No. 5 Pull Box

This work consists of furnishing and installing and/or replacing pull box including Concrete Lid, the removal and/or modification of any interfering portions of existing pull box, conduit, PCC, concrete and asphalt restoration, as indicated on plans and directed by the Engineer.

The unit price for each Pull Box shall be considered full compensation for furnishing all labor, materials, tools, equipment, removals, paving, landscape repair, irrigation repair, root shaving, sidewalk restoration, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Item No. 7 – Pothole Street Light Pole Location

Payment for Pothole Street Light Pole Location shall be considered full compensation for furnishing all labor, materials, tools, equipment, removals, excavation, paving, landscape repair, irrigation repair, root shaving, sidewalk restoration, pothole and trench backfill per City Std. Plan 1150, permanent asphalt replacement, permanent PCC replacement and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Item No. 8 – Traffic Control Work

The work under this item for Signing and Striping shall be in accordance with the latest Watch Manual, CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Traffic Control** shall be at the contract unit price per Lump Sum (LS) as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

EXHIBIT B

CONTRACTOR'S PROPOSAL



J&L Constructors Inc. Intends to perform the services described in this RFP and confirms that all elements of the RFP have been reviewed and understood. J&L Constructors has been in business for over 11 years since its inception in 2012. As a company we specialize in the service, installation and repair of underground utilities and concrete work of all kinds. J&L holds an A, B, C-20, C-53 and a HAZ license for just about any project we get our hands on. We are bonded for work up to 10 Million dollars and we hold a 7 Million dollar excess liability policy for general liability insurance. Bryson Miller (714) 931-9367 ext. 2 will be our single point of contact for the RFP process.

Statement of Understanding and Approach Methodology

J&L Constructors Inc. understands the scope of services described in this RFP. Our general approach to addressing repair or services begins with assisting the city in responding to the call. We will respond within 30 min of the call/text and mobilize within one hour for emergency calls. Depending on the scale of the proposed service and repair work we will mobilize within 24 hours for non emergency calls. With locations in OC, IE and Riverside County we can make this possible. Our organization will perform its due diligence of investigations, pictures, real time proposals and any other means necessary for timely and accurate repairs. Please refer to our Contractor Personnel section to fully understand what we are capable of when fully staffed.

Preliminary investigations, due diligence and research will consist of the following.

- 1- address the scope of work
- 2- perform due diligence of taking onsite photos, camera footage and measurements, shooting grades, shooting flow line, Oding pipe ect.
- 3- compose accurate proposal for services rendered if required
- 4- assess materials procurement and or stock supply to be utilized.
- 5- have jobsite safety meeting
- 6- repair and or service affected area per spec and design.
- 7- bring all areas to original or better condition
- 8- cleanup and demob

Scope we are experienced with includes the following.

Installing, abandoning, relocating, extending, evaluating damages, testing, restoring water service, rehabilitation, repair and replacement of water system components such as:

- Waterlines sizing from 4" to 48" in diameter
- Waterline pipe materials including, Ductile Iron, Cast Iron, Asbestos Cement (ACP), Polyvinyl Chloride, and Steel piping
- Valves of various types and sizes, typically six to twelve (6 to 12) inches, but up 48-inches

- Services ranging from 1" to 8" in diameter
- Meters, boxes vaults and substructures of various sizes
- Backflow devices of various sizes
- Pressure reducing, sustaining, relieving valves of various sizes
- Welding steel pipe and steel components
- Vaults of various sizes
- Fire connections of various sizes

Installing, abandoning, relocating, extending, evaluating damages, testing, restoring service, rehabilitating, lining, repair and replacement of wastewater/sewer system components such as:

- Gravity sewer mains pipes including VCP, PVC, AC and lined steel pipe varying in size from 4" to 18"
- Force mains sizing from 4" to 12" in diameter
- Laterals of 4" to 8" (four to eight inch)
- Clean-outs
- Vaults/wet wells
- Valves of various sizes
- Manholes

Installing, abandoning, relocating, extending, evaluating damages, testing, rehabilitation, repair and replacement of storm drain and tide valve components such as:

- Storm drain piping, including RCP, PVC, AC pipes
- Junction Structures
- Catch basins
- Tide valves and structures
- Manholes

MISCELLANEOUS:

- Excavations and trenching of various depths and sizes
- Dewatering
- Grading
- Disposal of excess materials and spoils
- Hauling of material (for backfilling and grading)
- Backfill and compaction.
- Roadway, alleyway, and sidewalk repairs (asphalt and concrete)
- Welding on pipe or structures

Contractor Information

Main Office:

80 Huntington Street SPC 706
Huntington Beach, CA 92648
(714) 931-9367 ext 2 office
(714) 955-3716 cell
Bryson@jandlcon.com

Branch Locations:

29104 Basswood
Lake Elsinore, CA 92530
www.jandlcon.com

21 Cuddington Ln
Lynchburg, VA 24501

J&L Constructors Inc. Is an S-Corp entity. We have had no claims, litigation, mediation, and or non compliance issues for the past 11 years for any Public Contracts.

Current Services Contract

City of Riverside 3 year Service Contract

Contact Maria Guerrero 909-522-2829 MGuerrero@riversideca.org

Emergency and Non Emergency Response Contract \$2,500,000

3 year term with renewal option.

Contractor Personnel

Experience and References

Qualifications & Experience Document

This document should include an assortment of major projects, groups of projects and key skill sets relevant to Civil Infrastructure Installation Services for each of the last three years. Each project reference should include: client/project name, work duration/date, work description.

J & L Constructors Inc.
DUNS # 080696390
DIR # 1000056885
EPA # P11F9A346000E2E61

Single Check Replacement Project Phase 2 & 3 (2021-2022) Lake Elsinore Valley Municipal Water District (EVMWD)

1 year total project (\$1.4 Million)

Installation of 41 DCDA's throughout the city of Lake Elsinore, Wildomar and Canyon Lake. Demolition of existing underground single checks, vaults and associated pipeline. Welding of flanges, attachments of fittings and devices to bring above ground. Abandonment of existing vaults and confined spaces. Slurry backfill and PCC slabs for PRW safety. Painting, commissioning and testing of all installed devices.

Shawnele Morales (760) 533-2194
Smorelos@rinconwater.org
Currently with Rincon Water, but formerly Lead Engineer for EVMWD.

Lake Hemet Municipal Water District Water Main Replacement Project and Paving

0.5 year total project (\$250,000)(2022)

Installation of 2000 LF of 12" C-900 PVC pipe. Installation of 21 water services. 2 Fire Hydrants and 1 air vac. and testing of all installed devices.

Jason Venable
Engineering Services Manager
Lake Hemet Municipal Water District
jvenable@lhmwd.org
951.658.3241

36" Butterfly Valve Replacement Project (2022) Lake Elsinore Valley Municipal Water District (EVMWD)

1 month (\$80,000)

Installation of 36" Butterfly valves cut into 32" RCP Trunk line.

Shawnele Morelos, P.E., QSD/P
Principal Engineer – Capital Projects
Elsinore Valley Municipal Water District
Office: 951-674-3146 Ext. 8320
Cell: 760-522-9927
31315 Chaney Street, Lake Elsinore, CA 92530

**Ortega Highway Water main replacement Project (2020)
EVMWD**

6 months (\$400,000)

Installation of 2000 LF of 8" C-900 pipeline, valves, fittings, Backflows, fire hydrants and air vacs. Abandonment of 4" steel main, welding of closed ends. Grading of roadway disturbed. Paving and striping to restore original conditions.

Shawnele Morales Lead Engineer.

**Utilities Installation for Elsinore High School (2019)
Lake Elsinore Unified School District**

6 months (\$100,000)

Installation of new 12" C-900 water line, valves and tie ins. Installation of 6" SDR-35 Sewer main. Installation of 2 - 4' Diameter manholes with pour in place bottoms. Site grading and paving. Concrete sidewalk and curb and gutter repair.

Octavio Nava (323) 213-0887
Onava@telacu.com

**Rosalie Ave and Caroline Ct water line replacement CIP (2023-current)
Lake Hemet Municipal Water District (LHMWD)**

3 months (\$250,000)

Installation of 8" C-900 waterline. Approximately 800 LF of new line, 4- Firehydrants, 1 air vac, 24 services, and valves. Concrete work and AC paving to finish.

Jason Venable (951) 658-3241
Jvenable@lhmwd.org

Service Contract City of Seal Beach

1 year

Garrett Lee Rowan (City of Seal Beach)
(562) 447-9640

City of Lake Elsinore Service Contract

3 year (with 3 year renewal)

Service and repair of the concrete PRW's. Abandonment of services. Emergency clearing and grubbing.

Gus Papagalos City Consultant
(951) 764-2417
Gpapagos@verizon.net

Pier G Water Line Project (General WE O'neil) (2015)

1 year project

Installation of Domestic and Reclaimed Underground Waterlines to supply Pier with water. Installation of 120" storm drain to new facility inlet. Skill sets included heavy equipment, pipe fitting, grading, export/import and concrete civil work.

29 Palms Landfill Project (General ERRG) (2015)

6 months

Installation of New Base Landfill. Skill sets included but not limited to heavy civil work and electrical distribution systems for monitoring station.

Warren Oil Field Catch Basin Project (General SGI) (2016)

2 years

Installation of 35' deep oil refinery catch basin. Skill sets include heavy civil work and onsite safety and health standards regulated by BP fuels.

Brian Muiter (Field Supervisor)
(951) 219-8043

Huntington Beach City Water Meter Replacement and Edison Line Extension Project (Sub J & L) (2016)

3 months (\$200,000)

Installation of over 10 new Edison line extensions for panel upgrades. Skill sets included trenching, civil, electrical, and utility avoidance plans. Installation of water and sewer laterals as well for multiple housing developments.

Ruben Chase (Prime Chase Construction)
(714) 914-6346

TransPak Fireline Repair Project (General J & L) (2016)

8 months

Installation and repair of primary 18" fireline to industrial park. Skill sets included civil, mechanical, heavy equipment and import/export backfill. Along with asphalt paving and concrete paving.

Balboa Bay Beach Club Transformer Upgrades Project (Sub J & L) (2017)

3 months (\$100,000)

Installation of Primary and Secondary Edison feeds to docks B, C, and D. Skill sets included, electrical, civil, underground structures, and OSHA deep trench shoring. Dewatering as well.

Mike King (714) 767-6453
King Electric
Balboa Bay Beach Club Prime Electrician

Outlets at San Clemente Tesla Supercharger Project (General Potential Electrical) (2017)

2 months (\$200,000)

Installation of 21 Tesla Charging Stations. Skill sets included civil, electrical, pipe fitting, equipment installation, utility avoidance, import/export and concrete.

Key staff resumes

Bryson W. Miller

11 years with company
Main office contact person.

Bio: Owner

Bryson, the founder of J & L Constructors Inc. after receiving his Bachelor of Science Degree from La Verne University and completing his senior thesis at USC School of Medicine, immediately took interest in the civil infrastructure industry. With over 15 years of experience in the industry Bryson looks to take J & L to the forefront of the future which he believes is the Telecom civil and electrical fields for electric vehicle charging infrastructure. All the while, keeping the company grounded in an industry that will never die Water, Sewer and Power.

Certifications:

HAZ certified
Trench Safety Person
Deep Slide Shoring Person
Heavy Equipment Operator Certified
Environmental Safety Certified
D1.1 Welder

Adrian Barahona

5 years with company
Main field contact person.

Bio: Superintendent

Adrian comes to J & L from Hal Hayes Construction as the most decorated employee when it comes to heavy civil and concrete work. Being in the industry over 10 years with names like PAR, Flatiron, Arizona Pipeline and USSCal to name a few Adrian was able to get acclimated with vast telecom civil and electrical experience. Much of the success of J & L can be contributed to Adrian.

Certifications:

Gas fitter (poly and steel)

Heavy Equipment Certified
Trench Shoring Safety Person
D1.1 Welder

Joel Navarro

3 years with company

Bio: Foreman

Joel comes to J & L as the original General Contractor himself.. Growing up doing storm drain, pools and lakes streams and waterfalls Joel has over 10 years in the industry of heavy civil work and concrete experience. Working for companies like Living Waters, DeJacom, and Rock and Waterscapes who collectively designed and build many amusement parks within the California and Washington areas over the last decade.

Certifications:

Trench Safety Person
Pipe Fitter
Mason Prep and Finish Cert.

Aroldo Roldan Gomez

2 years with company

Bio: Laborer

Aroldo or (Rolly) as we call him can dig with the best of them! His expertise doesn't just end with a 12" blade, rather his intelligence and experience with sewer and water is vast spreading over 10 years with two major pipeline outfits.

Vanessa Miller

11 years with company

Bio: Secretary

Vanessa comes to J & L as the glue that holds the ship together.. Vanessa keeps our paperwork up to date and on track.

Joseph Valenzuela

11 years with company

Bio: Office Manager

Joseph maintains our integrity and quality control to ensure we are headed in the right direction inside our office based out of Huntington Beach, CA.

Laborers include:

Juan Delgado 2 years with company

Leobardo Hernandez 1 year with company

J&L is D1.1 certified welders, Hazardous materials removal licensed and equipped for any underground situation encountered.

Equipment List:

- 1 - 35G Mini Excavator
- 1.5- 289D3 CAT Alterrain w/ grinder, broom, forks
- 2 - 420 Backhoe CAT
- 3 - 5 yard dump
- 4 - Chevy 2500 Diesel
- 5 - Toyota Tundra Crew Truck
- 6 - Skid Steer
- 7 - Traffic Control Signage and cones
- 8 - Equipment Trailors
- 9 - Mobile Office
- 10- 34' flatbed equipment trailer with attatchments

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$ 250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> J&L Constructors Inc.		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i> Bryson Miller		
<i>Print Name and Title of Person Signing</i> Owner/President		
<i>Date Executed</i> 2/5/24	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$Included (Check box if fully earned <input checked="" type="checkbox"/>)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed and signed by all parties prior to the date of loss but only to the extent permitted by law. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	As designated in written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

9170623-22
RENEWAL
SP
9-56-08-37
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE DECEMBER 3, 2022 AT 12.01 A.M.
AND EXPIRING DECEMBER 3, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

J & L CONSTRUCTORS INC.
29104 BASSWOOD
LAKE ELSINORE, CA 92530

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

DECEMBER 6, 2022


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

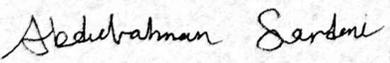
Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

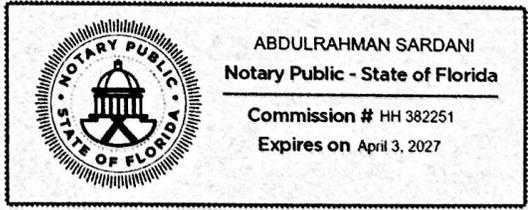
Signed 
A.S.

State of ~~California~~ XXXXXX Florida
County of DA Duval
A.S.

Notarized online using audio-video communication

Subscribed and sworn to (or affirmed) before me on this 30th day of January, 2024, by Bryson William Miller, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. ID produced: DRIVER LICENSE


Notary Public Signature



Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm **J & L Constructors Inc.**

Signed and Printed Name: **Bryson Miller** 

Title **Owner**

Date **1/24/24**



Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 
Title: Owner
Firm: J & L Constructors Inc.
Date: 1/24/24



CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT

The undersigned contractor, or corporate officer, declares under penalty of perjury that he/she and all his/her subcontractors are registered with the State of California Department of Industrial Relations (DIR), and that the following is true and correct.

Contractor's Name: **Bryson Miller of J & L Constructors Inc.**

Business Address: **80 Huntington St., Huntington Beach, CA 92648**

Business E-Mail Address: **Bryson@jandlcon.com**

Telephone: **714-955-3716**

State Contractor's License No. and Class: **974212 General A, B, C-53, C-20, HAZ**

License Expiration Date: **3/31/25**

State Dept. of Industrial Relations (DIR)
Registration No.: **1000056885**

State Dept. of Industrial Relations (DIR)
Registration Expiration Date: **6/30/26**

Signed: 

Title: **Owner**

PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., as well as California Code of Regulations, Title 8, Section 16,000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The undersigned certifies that the foregoing is true and correct.

Name of Firm **J & L Constructors Inc.**

Signature of BIDDER 

Title **Owner**
(if an individual, so state)

OWNERSHIP AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF SANTA ANA)

_____, being duly sworn, deposes and says:

INDIVIDUAL

That he/she is the party making the foregoing proposal:

PARTNERSHIP

That he/she is a member of the co-partnership firm designated as:

and who has been and is duly vested with the authority to make and execute instruments for the co-partnership by:

who constitute the other members of the co-partnership.

CORPORATION

That he is of: **J & L Constructors Inc.**

a corporation which is making the foregoing proposal:

JOINT VENTURE

That he is of:

one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person.

[Handwritten Signature]

Signature of Bidder

Notary: State of Florida, County of Duval 30th

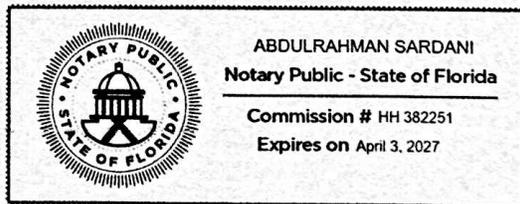
Notarized online using audio-video communication

Subscribed and sworn to before me this ~~24th~~ day of January 20 24

Abdulrahman Sardani

Signature of officer Administering Oath (Notary Public)

ID produced: DRIVER LICENSE.



LIST OF SUB-CONTRACTORS

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the bid for all subcontract work exceeding the following amount:

- o Streets, highways including bridge projects: ½% of the bid or \$10,000, whichever is greater
- o Buildings, parks, or other projects: ½% of the bid

Section 1725.5 of the Public Contract Code requires all Subcontractors be registered with the State Department of Industrial Relations (DIR).

BIDDER proposes to subcontract certain portions of the work to the firms listed below:

Name <u>NO SUBS</u> License #/Exp. _____ DIR Reg. #/Exp. _____ Location _____ Phone _____ Type Of Work _____ Amount \$ _____	We self perform all work _____ _____ _____ _____ _____ _____ _____
--	---

Name <u>NOSUBS</u> License #/Exp. _____ DIR Reg. #/Exp. _____ Location _____ Phone _____ Type Of Work _____ Amount \$ _____	We self perform all work. _____ _____ _____ _____ _____ _____ _____
---	--

Name _____ License #/Exp. _____ DIR Reg. #/Exp. _____ License # _____ Location _____ Phone _____ Type Of Work _____ Amount \$ _____	_____ _____ _____ _____ _____ _____ _____
--	---

Name _____ License #/Exp. _____ DIR Reg. #/Exp. _____ License # _____ Location _____ Phone _____ Type Of Work _____ Amount \$ _____	_____ _____ _____ _____ _____ _____ _____
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Name _____ License #/Exp. _____ DIR Reg. #/Exp. _____ License # _____ Location _____ Phone _____ Type Of Work _____ Amount \$ _____	_____ _____ _____ _____ _____ _____ _____
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Name _____ License #/Exp. _____ DIR Reg. #/Exp. _____ License # _____ Location _____ Phone _____ Type Of Work _____ Amount \$ _____	_____ _____ _____ _____ _____ _____ _____
--	---

REFERENCES

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the BIDDER has performed similar work within the past three years.

1. **Elsinore Valley Municiple Water District**

Name and Address of Owner.

Andrea Kraft 951-674-3146; 8312

Name and Telephone Number of person familiar with project.

1,300,000 **Backflow Device, Piping ,Valves, PCC, AC** **2022**

Contract Amount Type of Work Date Completed

City of Riverside Emergency Services Contract 3 years

Maria Guerrero 909-522-2829 Storm Drain, Sewer, AC, PCC, CMU walls, general building

Name and Telephone Number of person familiar with project.

\$2,500,000 **Risk Management Utilites and other work** **Current ongoing**

Contract Amount Type of Work Date Completed

3. **Ortega Highway Water Main Replacement Project EVMWD**

Name and Address of owner.

Shawnele Morales Lead Engineer

Name and Telephone Number of person familiar with project.

400,000 **2,000 LF of 8" C-900 Pipeline, Valve Fittings, Backflows, Fire hydrants, air vacs** **2020**

Contract Amount Type of Work Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

Stewart Surety & Insurance Services Inc.

755 Neptune Ave

Encinitas CA 92024

ADDITIONAL REFERENCES

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the BIDDER or Subcontractor has performed milar work in the past five years.

1. Jaqueline Godinez 3 year service contract with City of Riverside
Name and Address of Owner.
City of Riverside, Jaqueline Godinez 951-826-5693
Name and Telephone Number of person familiar with project.
\$2,500,000 City services for risk management Current and ongoing
Contract Amount Type of Work Date Completed

2. Elsinore Valley Municiple Water District Butterfly Valves Project
Name and Address of owner.
Brian Vigil 714-313-2614
Name and Telephone Number of person familiar with project.
\$50,000 Valves, pipe, AC, PCC, DCDA's 2021-2022
Contract Amount Type of Work Date Completed

3. Lake Elsinore Unified School District
Name and Address of owner.
Octavio Nava 323-213-0887
Name and Telephone Number of person familiar with project.
\$100,000 Pedestrian Bridge, Waterlines, Paving, Sewer Mains 2019-2020
Contract Amount Type of Work Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

Stewart Surety & Insurance Services, Inc.

755 Neptune Avenue
Encinitas, CA 92024

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

The undersigned BIDDER is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed:  _____

Title: **Owner** _____

Firm: **J & L Constructors Inc.** _____

Date: **1/30/24** _____

STATEMENT REGARDING “ANTI-KICKBACK” REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed:  _____

Title: **Owner** _____

Firm: **J & L Constructors Inc.** _____

Date: **1/30/24** _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the BIDDER shall complete, under penalty of perjury, the following questionnaire:

Has the BIDDER, any officer of the BIDDER, or any employee of the BIDDER who has a proprietary interest in the BIDDER, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X _____

If the answer is yes, explain the circumstances in the following space.

STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS

This is to certify that the undersigned BIDDER, and subcontractors, have read and understood the CWA entered into by and between the City of Santa Ana, the Los Angeles/Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions, effective as of June 6, 2023.

The undersigned BIDDER hereby agrees to comply with all terms and conditions of the CWA, and is capable of completing construction of the project continuously, and without interruptions or delays. If awarded any work covered by the CWA, BIDDER will also be required to sign the Letter of Assent that appears as Attachment A to the CWA.

The undersigned BIDDER has reviewed the Public Works Construction Permit and required deposit described in Section 2-2a and the Notice of Inviting Bids.

Signed:  _____

Title: **Owner** _____

Firm: **J & L Constructors Inc.** _____

Date: **1/30/24** _____

EXHIBIT C

COMPENSATION

Fee Proposal including hourly rates if applicable

QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER)

For the purposes of providing a Fee Schedule based on the below Sample Task Orders, the following work items and quantities are provided. The Fee Schedule in Attachment 5:

Each **Fee Schedule** shall include a schedule of the hourly billing rates for ALL contractor and subcontractor staff and labor personnel. Additionally, for each discipline that a company seeks to be considered, the below table(s) shall be completed. For example, if a General Contractor is submitting for Asphalt Concrete and Concrete Work, Sample Task Orders A and B would both be required to be completed as part of the **Fee Schedule**. Each table shall include the filling in of the last two columns for the relevant sample task orders for whichever category(ies) are being submitted for consideration. However, actual work will be paid for as described in **Section I “Nature of Work.”** Sample Task Orders for Asphalt Concrete, Concrete Paving, Stormdrain, and Street Lighting within the public right-of-way related work are, respectively:

Sample Task Order A – Asphalt Concrete					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	150	82500
2	AC Pavement	130	TN	500	65000
3	Furnish and Install #6 Pullbox	4	EA	2500	10000
4	Adjust Manhole to Finished Grade	5	EA	3500	17500
5	PCC Curb & Gutter (Type A-2-8)	100	LF	55	5500
6	Signing & Srtiping	1	LS	2500	2500
7	Traffic Control Work	1	LS	1500	1500

Sample Task Order B – Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	150	82500
2	PCC Sidewalk (T=4’)	2,500	SF	35	87,500
3	PCC Curb Ramp	3,000	SF	45	135,000
4	PCC Curb & Gutter (Type A-2-8)	100	LF	55	5500
5	Furnish and Install #6 Pullbox	4	EA	2500	10000
6	Adjust Manhole to Furnished Grade	5	EA	3500	17500
7	Catch Basin (Type “B”, W=10’)	1	EA	35000	35000
8	Remove and Replace 30” Reinforced Concrete Pipe	75	LF	750	56250
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF		
10	Guard Rail Replacement (Caltrans)	1	EA		
11	Remove and Replace Chain Link R/W Fence	50	LF	100	5000
12	Concrete Barrier Type 83 (Caltrans)	50	LF		
13	Traffic Control Work	1	LS	1500	1500

Sample Task Order C – Stormdrain

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	150	82500
2	AC Pavement	130	TN	500	65000
3	Remove & Replace 18” Corrugated Metal Pipe (CMP)	75	LF	250	18750
4	Remove & Replace 18” Reinforced Concrete Pipe (RCP)	75	LF	300	22500
5	Remove & Replace 30” Reinforced Concrete Pipe (RCP)	75	LF	750	56250
6	Catch Basin (Type “B”, W=10’)	1	EA	35000	35000
7	Traffic Control Work	1	LS	1500	1500

Sample Task Order D – Street Lighting

Description	Qty	Unit	Unit Price	Total
Furnish and Install Streetlight Pole	10	EA	12500	125000
Remove Existing Wooden Pole	5	EA	3500	17500
Remove Existing Steel Pole	5	EA	3500	17500
Install Electrical Meter Pedestal	1	EA	4500	4500
Install 2” PVC Conduit	4000	LF	75	525000
Install No. 5 Pull Box	3	EA	3500	17500
Pothole Street Light Pole Location	10	EA	2000	20000
Traffic Control Work	1	LS	1500	1500

SURETY BOND

For each Task Order Issued by Public Works Agency, the Contractor shall provide cash deposit or surety “Payment” and “Performance” bonds in the amounts specified by the “Greenbook” and City of Santa Ana upon approval of the proposed itemized cost estimate for each approved on-call or emergency Task Order which will be based upon the City’s Standard Plans, As-Built Plans, or other direction from the Public Works Agency. The cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds shall not be required at the time of the submittal of RFP Proposal.** The City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. The cash deposit shall be released approximately 135 days after all related permits and/or other approvals required are signed off by the City’s Construction Inspector, and the passage of any lien periods. In the event the work is not completed within one year of the date that a street work permit or Task Order is signed, applicant agrees that the City may apply the cash deposit to the cost of completing the work and such work may be completed at the sole convenience of the City of Santa Ana. The deposit amount will be determined based upon the surface drainage and street improvement plans.

EXHIBIT F
LABOR RATES

Please list the hourly rates and price mark-ups for services listed below. Contractors shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc. If not applicable, select no bid. **Please submit one Exhibit F per Contractor Category bidding on. Fill in the blank below with the Category. Categories can be found in Exhibit G.**

CONTRACTOR CATEGORY J&L Constructors Inc.

Titles and Rates Charged for Personnel	Rate
Standard Rate (List as an hourly rate)	Office Staff \$45
Overtime Rate (List as an hourly rate)	\$67.50
Double Overtime (List as an hourly rate)	\$90.00
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Title Project Manager	Rate
Standard Rate (List as an hourly rate)	\$91.38
Overtime Rate (List as an hourly rate)	\$121.14
Double Overtime (List as an hourly rate)	\$182.76
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Concrete	Rate
Standard Rate (List as an hourly rate)	\$65.86
Overtime Rate (List as an hourly rate)	\$88.42
Double Overtime (List as an hourly rate)	\$131.72
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Masonry	Rate
Standard Rate (List as an hourly rate)	\$65.46
Overtime Rate (List as an hourly rate)	\$68.02
Double Overtime (List as an hourly rate)	\$130.92
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Thermal and Moistures Protection	Rate
Standard Rate (List as an hourly rate)	\$68.20
Overtime Rate (List as an hourly rate)	\$88.42
Double Overtime (List as an hourly rate)	\$136.40
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Openings	Rate
Standard Rate (List as an hourly rate)	\$68.20
Overtime Rate (List as an hourly rate)	\$88.42
Double Overtime (List as an hourly rate)	\$130.92
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Finishes	Rate
Standard Rate (List as an hourly rate)	\$68.20
Overtime Rate (List as an hourly rate)	\$88.42
Double Overtime (List as an hourly rate)	\$130.92
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Equipment	Rate
Standard Rate (List as an hourly rate)	\$90.20
Overtime Rate (List as an hourly rate)	\$119.90
Double Overtime (List as an hourly rate)	180.40
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Conveying Equipment	Rate
Standard Rate (List as an hourly rate)	\$88.20
Overtime Rate (List as an hourly rate)	\$132.30
Double Overtime (List as an hourly rate)	\$176.40
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Heating, Ventilating, and Air-Conditioning	Rate
Standard Rate (List as an hourly rate)	\$75.10
Overtime Rate (List as an hourly rate)	\$112.65
Double Overtime (List as an hourly rate)	\$150.20
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Integrated Automation	Rate
Standard Rate (List as an hourly rate)	\$82.76
Overtime Rate (List as an hourly rate)	\$111.30
Double Overtime (List as an hourly rate)	\$165.52
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Electrical	Rate
Standard Rate (List as an hourly rate)	\$82.76
Overtime Rate (List as an hourly rate)	\$111.30
Double Overtime (List as an hourly rate)	\$165.52
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Communications	Rate
Standard Rate (List as an hourly rate)	\$82.76
Overtime Rate (List as an hourly rate)	\$111.30
Double Overtime (List as an hourly rate)	\$165.52
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Electrical Safety and Security	Rate
Standard Rate (List as an hourly rate)	\$82.76
Overtime Rate (List as an hourly rate)	\$111.30
Double Overtime (List as an hourly rate)	\$165.52
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Earthwork	Rate
Standard Rate (List as an hourly rate)	\$90.20
Overtime Rate (List as an hourly rate)	\$119.90
Double Overtime (List as an hourly rate)	\$180.40
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Exterior Improvements	Rate
Standard Rate (List as an hourly rate)	\$65.05
Overtime Rate (List as an hourly rate)	\$84.15
Double Overtime (List as an hourly rate)	\$130.10
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Utilities	Rate
Standard Rate (List as an hourly rate)	\$65.05
Overtime Rate (List as an hourly rate)	\$84.15
Double Overtime (List as an hourly rate)	\$130.10
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Process Integration	Rate
Standard Rate (List as an hourly rate)	\$65.05
Overtime Rate (List as an hourly rate)	\$84.15
Double Overtime (List as an hourly rate)	\$130.10
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Use this rate schedule to identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Description	Rate
We have a cost sheet attached that we will use for all rates other than rates above.	
Please see attached and if approved we can negotiate further for services and Labor rates, equipment rates not defined in our cost sheet on an as needed basis	
Per project and scope.	

Pricing shall remain firm when not based on Department of Industrial Relations Prevailing Wage Rate. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall be subjected to prevailing wage requirements.

EXHIBIT G

CONTRACTOR CATEGORY SELECTION

Contractors shall clearly indicate the category or categories for which they are proposing. Failure to note at least one category will cause a proposal to be deemed non-responsive. Contractors shall indicate their willingness to be available for emergency work on an as-needed basis. There is no penalty for choosing to opt out of providing emergency work and scoring will not be affected for those that wish to only provide non-emergency work.

Category	Emergency Work	Yes
General Engineering Contractor (“A” License)	Emergency	
General Engineering Contractor (“A” License)	Non-Emergency	
General Building Contractor (“B” License)	Emergency	
General Building Contractor (“B” License)	Non-Emergency	X

*****Must submit separate pricing sheets (Exhibit F) per category selected to be considered responsive to that category. *****

EXHIBIT F
LABOR RATES

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Masonry	Rate
Standard Rate (List as an hourly rate)	\$65.46
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Equipment	Rate
Standard Rate (List as an hourly rate)	\$90.20
Overtime Rate (List as an hourly rate)	\$119.90
Double Overtime (List as an hourly rate)	180.40
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

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Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Heating, Ventilating, and Air-Conditioning	Rate
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Overtime Rate (List as an hourly rate)	\$111.30
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Electrical	Rate
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Communications	Rate
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Double Overtime (List as an hourly rate)	\$165.52
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Electrical Safety and Security	Rate
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Overtime Rate (List as an hourly rate)	\$111.30
Double Overtime (List as an hourly rate)	\$165.52
Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Earthwork	Rate
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Overtime Rate (List as an hourly rate)	\$119.90
Double Overtime (List as an hourly rate)	\$180.40
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Markup (if subbed out) (List as a percentage)	Please add 20% for emergencies

Process Integration	Rate
Standard Rate (List as an hourly rate)	\$65.05
Overtime Rate (List as an hourly rate)	\$84.15
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Please see attached and if approved we can negotiate further for services and Labor rates, equipment rates not defined in our cost sheet on an as needed basis	
Per project and scope.	

Pricing shall remain firm when not based on Department of Industrial Relations Prevailing Wage Rate. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall be subjected to prevailing wage requirements.

EXHIBIT G

CONTRACTOR CATEGORY SELECTION

Contractors shall clearly indicate the category or categories for which they are proposing. Failure to note at least one category will cause a proposal to be deemed non-responsive. Contractors shall indicate their willingness to be available for emergency work on an as-needed basis. There is no penalty for choosing to opt out of providing emergency work and scoring will not be affected for those that wish to only provide non-emergency work.

Category	Emergency Work	Yes
General Engineering Contractor (“A” License)	Emergency	
General Engineering Contractor (“A” License)	Non-Emergency	✕
General Building Contractor (“B” License)	Emergency	
General Building Contractor (“B” License)	Non-Emergency	

*****Must submit separate pricing sheets (Exhibit F) per category selected to be considered responsive to that category. *****

Invoice # Emergency Contract

DATE: 1/23/2024
PROJECT:
DESCRIPTION: SHORT DESCRIPTION O Daily Cost Sheet
CONTRACT NO: P(City of Riverside)

PROJECT NO: #
EPS NO: Emergency Rate
ESTIMATOR: Bryson Miller
COMPANY: J & L Constructors Inc.

ITEM	DESCRIPTION	Quantity	Unit	Unit Price	Price	Labor	Labor Cost	WC/INS	Tax	O & P 10%
1	A	Dump AC/Concrete	0.00	Each	\$150.00	\$0.00			\$0.00	\$0.00
2	A	Light traffic control	0.00	Total	\$50	\$0.00			\$0.00	\$0.00
3	A	Tack	0.00	Ea	\$100	\$0.00			\$0.00	\$0.00
4	A	PG 70-10 AC	0.00	Tons	\$150	\$0.00			\$0.00	\$0.00
5	B	Fuel/35G/Skid Steer	0.00	Gal	\$7.50	\$0.00			\$0.00	\$0.00
6	B	560 C-3250 Mix	0.00	Yards	\$375.00	\$0.00			\$0.00	\$0.00
7	B	Wood Forms	0.00	Ea.	\$75.00	\$0.00			\$0.00	\$0.00
8	C	<i>Office Staff</i>	0.00	Hr		\$ 90.00	\$ -	\$ -		\$ -
9	C	<i>Project Manager</i>	0.00	Hr		\$ 180.00	\$ -	\$ -		\$ -
10	C	<i>Foreman</i>	0.00	Hr		\$120.00	\$ -	\$ -		\$ -
11	C	<i>Installer</i>	0.00	Hr		\$120.00	\$ -	\$ -		\$ -
12	C	<i>Laborer</i>	0.00	Hr		\$120.00	\$ -	\$ -		\$ -
13	C	<i>Laborer</i>	0.00	Hr		\$120.00	\$ -	\$ -		\$ -
14	D	Chevy 2500 HD	0.00	Hr	\$15.62	\$0.00			\$0.00	\$ -
15	D	Materials Trailer	0.00	Hr	\$12.65	\$0.00			\$0.00	\$ -
16	D	35G Mini Ex	0.00	Hr	\$27.87	\$0.00			\$0.00	\$ -
17	D	289D All-Terrain	0.00	Hr	\$38.00	\$0.00			\$0.00	\$ -
17A	D	289D Grinder	0.00	Hr	\$45.00	\$0.00			\$0.00	\$ -
17B	D	289D Sweeper	0.00	Hr	\$45.00	\$0.00			\$0.00	\$ -
18	D	Dump Truck	0.00	Hr	\$37.50	\$0.00			\$0.00	\$ -
19	D	Compaction Wheel	0.00	Hr	\$11.32	\$0.00			\$0.00	\$ -
20	D	Air Compressor	0.00	Hr	\$18.75	\$0.00			\$0.00	\$ -
21	D	Camera	0.00	Hr	\$17.87	\$0.00			\$0.00	\$ -
22	D	Whacker	0.00	Hr	\$15.52	\$0.00			\$0.00	\$ -
23	D	Dump Trailer ***	0.00	Hr	\$12.65	\$0.00			\$0.00	\$ -
24	D	Toyota Tool Trk	0.00	Hr	\$13.98	\$0.00			\$0.00	\$ -

