

## AGREEMENT TO PROVIDE ON-CALL WELDING SERVICES

THIS AGREEMENT is made and entered into this 18th day of January 2022 by and between Superior Hot Tapping Services, 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 August 24, 2021, the City issued Request for Proposal No. 21-098, by which it sought a qualified contractor to provide on-call welding services for the Water Resource Division of the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-098.
- 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 contracting 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

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 21-098, which is attached as **Exhibit A** and incorporated in full, and as further described in Contractor’s Proposal, which is attached as **Exhibit B** and incorporated in full.

### 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 **Exhibit B**. Contractor is one of two (2) contractors selected to provide services on an on-call basis under RFP 21-098. The total compensation for services provided by all contractors selected under RFP No. 21-098, including any extension period, shall not exceed the shared aggregate amount of five hundred thousand dollars and zero cents (**\$500,000**).
- 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. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on January 18, 2022 and terminate on January 17, 2025, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one (1) two (2) year period upon a writing executed by the City Manager and City Attorney.

### **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

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

1. **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.
2. **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 a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **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.
4. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than **\$2,000,000** per claim with \$2,000,000 in the aggregate.

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.

b. Other Insurance Provisions

1. **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 2037 if a later edition is used).

2. **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.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that 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.
5. **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.
6. **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.
7. **Claims Made Policies (applicable only to professional liability):**
  - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

- iii. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

- 8. **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.

- 9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- 10. **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 or its subcontractors, agents, employees, or other persons acting on their 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 of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright 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 interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this

Agreement.

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

Executive Director  
Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, CA 92702

To Contractor: Superior Hot Tapping Services, Inc.  
7923 Old Oak Court  
Riverside, CA 92506  
Attn: Wade Brugger, Owner  
[wbrugger@superiorarcwelding.com](mailto:wbrugger@superiorarcwelding.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 timeframes, weekends, federal, state, County or City holidays shall be excluded.

### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, 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 are 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 that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

## **16. 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.

## **17. 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 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 that fails to meet the standard of performance specified in the Recitals of this Agreement.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

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

**ATTEST:**

**CITY OF SANTA ANA**

---

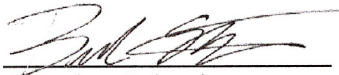
Daisy Gomez  
Clerk of the Council

---

Kristine Ridge  
City Manager

*[signatures continued on next page]*

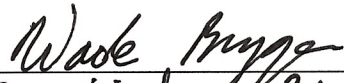
**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

By:   
Brandon Salvatierra  
Deputy City Attorney

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Nabil Saba, PE  
Executive Director  
Public Works Agency

**SUPERIOR HOT TAPPING SERVICES,  
INC.**

  
Name: Wade Brugger  
Title: President

12-20-21

## **EXHIBIT A**

**Appendix**  
**ATTACHMENT 1: SCOPE OF WORK**

## SCOPE OF WORK

### A. INTRODUCTION AND BACKGROUND

The City of Santa Ana is located in the County of Orange in Southern California. The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City of Santa Ana's water system has an average day demand of about 43 million gallons (MG) with 45,000 services. It is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones.

**The City of Santa Ana Water Resources Division is soliciting proposals from qualified firms to provide professional on-call welding and fabrication services on an as-needed basis for a wide variety of municipal applications in the City of Santa Ana.** The City intends to select and enter into agreements with up to **three** firms to provide the described services for an aggregate annual amount amongst all selected firms.

### B. DESCRIPTION OF WORK:

The City of Santa Ana is requesting proposals for the purpose of establishing a service contract for professional welding and fabrication services to be performed on an as needed basis. This project consists of furnishing all materials, equipment, labor, supervision, and transportation necessary to provide on-call welding and fabrication services. The Contractor must provide adequate moving, lifting, and transportation capability for all equipment covered under this contract.

Contractor must be able to respond to City's request for emergency repair work on a timely manner. **The Contractor shall be available on an on-call basis ready to respond, and service calls shall be responded to within twelve (12) hours. The Contractor's repair crews shall arrive at job site within twenty-four (24) hours of approval from the City to commence work.** Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday). Any time outside of business hours of operation may be considered after hours/weekends.

The Contractor shall have a minimum of five (5) years' experience of welding and fabrication services. The Contractor shall, prior to award of contract and without additional expense to the City, possess all licenses and permits required for the performance of the work required by this contract, including but not limited to a California Class ("C-60") Welder Contractor's license.

### C. CONTRACTOR RESPONSIBILITIES:

The scope of work will include routine service, emergency response, and all work necessary to complete the following types of tasks:

#### 1. WELDING SERVICES

The Contractor shall provide welding services, equipment, materials and labor to cut, shape, weld, and install various products of steel, stainless steel, cast iron, ductile iron, cement mortar lined steel (CML&C), steel cylinder water pipe, aluminum, and all applicable metal types. Upon request by the City, the Contractor shall be able to perform work in both a shop setting and at the installation site. The services requested include site repairs to the water and wastewater treatment plants, lift stations, and other municipal utility facilities.

The welding services that the City is seeking includes but is not limited to a combination of the following:

- a. Gas Metal Arc Welding (GMAW/MIG); Gas Tungsten Arc Welding (GTAW/TIG); Arc Welding in joining pipe sections; Flux Core Arc Welding (FCAW); Shielded Metal Arc Welding (SMAW/Stick); all types of metalizing, fusion welding, structural welding, pressure welding, and braze/soldering (including flat, overhead and pipe welding)
- b. Field installation and repair of metal pipe (2"-48" diameter and up to 6'-30' in depth) including welding on high pressure pipe
- c. Field installation and repair of welded handrails, ladders, pipes, and cages on above ground water storage tanks (up to 172' in height), buildings, and subterranean vaults
- d. Field installation and repair of welded metal pipes and associated fittings at water pumping station facilities (must be able to meet individual demand due to varying pipe materials throughout the City)
- e. Sandblasting, cleaning, priming, and painting finished or repaired items

The Contractor shall be responsible for pick-up and removal of equipment and waste, and refuse shall be disposed of sufficiently and in frequent intervals so that at no time there is unsightly accumulation of debris and/or rubbish. Final cleanup shall include the removal of all equipment, surplus material, debris, and rubbish.

## **2. FABRICATION SERVICES**

The Contractor shall also provide fabrication services including but not limited to fabricating customized fittings and structural components associated with City owned facilities. The Contractor shall have a wide-range of knowledge and experience fabricating with aluminum, steel, and copper. The Contractor shall be capable of fabricating custom parts including but not limited to ladders, stair stringers and threads, catwalks, gates and handrails.

## **3. MISCELLANEOUS AND VALUE ADDED SERVICES**

The Contractor shall provide other miscellaneous welding, fabricating, and field services and shall propose additional related services. These assignments could include working in confined spaces and any supplementary welding or fabrication work not covered by the services listed herein.

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and factory approved.

## **D. EMERGENCY ON-CALL SERVICES**

The Contractor shall also provide emergency on-call welding services. Emergency on-call services are applicable seven days a week, weekends, and holidays. In the event of a catastrophic pipeline/structural failure or malfunction, the Contractor should be readily available outside of work hours to respond to emergency calls within twelve (12) hours. Furthermore, the Contractor shall provide emergency on-call repair services within twenty-four (24) hours of receiving the call. The Contractor is responsible for staying on site until all components are re-energized.

## **E. PROJECT MANAGEMENT & COORDINATION**

When a request for service is issued to the City, the Contractor shall issue an estimate to the City's designated project manager. The Contractor shall not proceed with any work without the approval of the City's designated project manager. Contractors shall invoice the City on a monthly basis for all work performed during the period or provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, results and progress on long-term tasks if any.

#### **F. CODE COMPLIANCE:**

The Contractor shall comply with all ordinances, laws and regulations. The Contractor shall possess state and local permits, licenses and certificates required by law to commence, carry, and completed the work. All work specified herein shall comply with applicable codes and standards including:

- American Welding Society (AWS)
- American National Standards Institute (ANSI)
- California Building Code (CBC)
- California Division of Occupational Safety and Health (CAL-OSHA)
- National Fire Protection Association (NFPA)
- American Society of Mechanical Engineers (ASME)

#### **G. SAFETY**

The Contractor shall be solely and completely responsible for the condition of the project site, including safety of all persons and properties during the performance of the work. In addition, proper safety equipment must be worn at all times during welding services. These requirements shall apply continuously until the contract is terminated and shall not be limited to normal working hours.

#### **H. MINIMUM QUALIFICATIONS**

The Contractor shall meet the following minimum qualifications:

1. Contractor shall hold a current "C-60" Welding Contractor's License. The Contractor shall possess state and local permits, licenses and certificates required by law to commence, carry, and complete the work.
2. Contractor shall have a minimum of five (5) years of experience in welding and fabrication services.
3. Provide all necessary equipment to competently perform and complete work as specified.
4. Follow safety measures at all times and have the necessary protective personal equipment (PPE) to perform all tasks. All work is to be performed in compliance with all applicable codes, standards, and Cal/OSHA safety requirements.
5. Contractor shall provide emergency access twenty-four (24) hours a day, seven (7) days a week.

#### **I. INSURANCE REQUIREMENTS**

The successful bidders shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in these specifications. Contractor(s) shall keep a current certificate of insurance at the City of Santa Ana at all times and shall immediately report any changes to the City.

#### **J. MARKUP**



The following markup percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits (To the sum of the costs and markups, one (1) percent shall be added as compensation for bonding):

1)	Labor .....	20
2)	Materials .....	15
3)	Equipment Rental .....	15
4)	Other Items and Expenditures.....	15

**K. FEE SCHEDULE:**

Contractor shall submit a fee schedule as described in Section IV.B.3 of RFP. Furthermore, the Contractor shall submit labor and equipment rates as the fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment and materials. The Contractor will be expected to hold firm pricing on all contract items and labor supplied for the duration of the contract. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:



## **EXHIBIT B**



---

**Superior Hot Tapping Services, Inc.**

**Superior Arc Welding, Inc.**

**Wade Brugger, Owner**

**CL No.: C60-735833**

**DIR No.: 1000619630**

**7923 Old Oak Court**

**Riverside, CA 92506**

**(951) 313-9643**

**[wbrugger@superiorarcwelding.com](mailto:wbrugger@superiorarcwelding.com)**

---



September 13, 2021

City of Santa Ana  
Mr. Juan Ramirez  
Project Manager  
215 S. Center Street, Building A  
Santa Ana, CA 92703

Dear Mr. Juan Ramirez:

Attached please find our bid for RFP NO.: 21-098, request for on-call welding services for the City of Santa Ana.

If the bid is granted, we look forward to working with the City of Santa Ana on addressing their needs for an on-call welding service. The bid includes all of the requested materials.

Thank you for the opportunity to bid on this project.

Sincerely, *Wade Brugger*

Wade Brugger, Owner  
Superior Arc Welding, Inc.  
Superior Hot Tapping Services, Inc.

---



## Superior Hot Tapping Services, Inc. Superior Arc Welding, Inc.

Wade Brugger, Owner  
CL No.: C60-735833  
DIR No.: 1000619630  
7923 Old Oak Court  
Riverside, CA 92506  
(951) 313-9643

[wbrugger@superiorarcwelding.com](mailto:wbrugger@superiorarcwelding.com)

Follow us on Instagram at: Superior Arc Welding



### Fee Schedule

Classification	Rate
Welder	\$130.00 per hour
Operator	\$110.00 per hour
Laborer	\$85.00 per hour
Office staff	\$40.00 per hour

Expenses	Rate
Overhead	\$40.00 per hour
Equipment	\$60.00 per hour
Incidental supplies	\$15.00 per hour
Travel	\$130.00 per hour
Mileage	\$50.00 per hour
Fuel	\$25.00 per hour


**Appendix**  
**ATTACHMENT 2: FEE SCHEDULE**

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Appendix: Attachment 1) and am familiar with the scope of work. I am familiar with all the existing conditions and limitations that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Agency.

Note: **This contract is subject to prevailing wages.**

Superior Hot Tapping Services, Inc.	84-4961408
COMPLETE LEGAL NAME OF COMPANY	TAXPAYER I.D. NO.
7923 Old Oak Court	Riverside, CA
BUSINESS ADDRESS STREET	CITY/STATE
	92506
	ZIP CODE
X 	Wade Brugger
SIGNATURE OF AUTHORIZED AGENT	NAME (PRINT)
	Owner
	TITLE
Wbrugger@superiorarcwelding.com	(951) 313-9643
EMAIL ADDRESS	PHONE NUMBER
A 1067989	1000662128
CSLB NUMBER	DIR REGISTRATION NUMBER

**Appendix**  
**ATTACHMENT 3: LIST OF ACRONYMS**



## **LIST OF ACRONYMS**

“AASHTO” – American Association of State Highway and Transportation Officials

“ADA” – Americans with Disabilities Act

“ASME” – American Society of Mechanical Engineers

“ANSI” – American National Standards Institute

“ASNT” – American Society of Nondestructive Testing

“AWS” – American Welding Society

“CAL/OSHA” – California Division of Occupational Safety and Health

“CBC” – California Building Code

“CCR” – California Code of Regulations

“City” – The City of Santa Ana

“CML&C” – Cement Mortar Lined Steel Pipe

“CNC” – Computer Numerical Control

“Contractor” – The responsible fabricator or installer

“CWI” – Certified Welding Inspector

“FCAW” – Flux Core Arc Welding

“GMAW” or “MIG” – Gas Metal Arc Welding in all positions;

“GTAW” or “TIG” – Gas Tungsten Arc Welding

“NTD” – Non-Destructive Testing

“MUTCD” – Manual on Uniform Traffic Control Devices

“OCWD” – Orange County Water District

“PPE” – Personal Protective Equipment

“QA/QC” – Quality Assurance/Quality Control

“RFP” – Request for Proposal

“SMAW” – Shielded Metal Arc Welding

**APPENDIX**  
**ATTACHMENT 4: CERTIFICATIONS**

# NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance 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 other 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. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

*Wade Brugger*

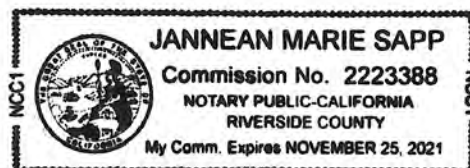
State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 13 day of September, 2021, by Wade Brugger, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

*[Signature]*  
Notary Public Signature

Notary Public Seal





### NON-LOBBYING CERTIFICATION

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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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 subrecipients shall certify and disclose accordingly.

Signed: Wade Brugger  
Title: Wade Brugger, Owner  
Firm: Superior Hot Tapping Services, Inc.  
Date: 09/13/2021

### NON-DISCRIMINATION CERTIFICATION

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor 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 Contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Wade Brugger  
Title: Wade Brugger, Owner  
Firm: Superior Hot Tapping Services, Inc.  
Date: 09/13/2021

**Appendix**  
**ATTACHMENT 5: PROPOSAL PACKAGE**



## ATTACHMENT 5: PROPOSAL PACKAGE

### Part 1 of 3: Understanding of Scope of Services

Explain your understanding of scope of services for on-call welding and fabrication. Validate your ability to meet the requirements and responsibilities requested herein. Attach additional pages if required.

Provide a detailed anticipated approach that addresses understanding the need in regards to the requirements expressed in Attachment 1: Scope of Services:

In response to the request by the City of Santa Ana for an on-call and emergency welding service, I am submitting my proposal. I have over 20 years  
experience providing welding and fabrication services for various public and private agencies. As an intrigal part of my services, I am required to  
perform not only routine, but emergency response services as well. As a requirement for my services, my company provides a variety of welding  
and soldering services on various types and degree of materials. All of the work that my company provides is required to be performed in both  
a shop setting, as well as having to be installed onsite.

Describe or outline the safety considerations and implementation plan for the various aspects of work requested:

As per Superior Hot Tapping Services, Inc. OSHA IIP permit, my company will adhere to the saftey and protection protocols as outlined both in  
the shop and onsite.

Define the communication protocol taken with clients:

Superior Hot Tapping services utilizes standardized communication protocols that depending on the method and or files size, through data  
available as a download from a website or through a repository via Hypertext Transfer Protocol (HTTP), Post Office Protocol (POP3) or Internet  
Internet Message Access Protocol (IMAP).

What additional protocols will be utilized by your company to monitor progress and performance on the account:

Additional protocols will involve both onsite and in office supervision. As a startdard part of Superior Hot Tapping Services protocols, the owner  
personally monitors and supervises employees, as well as personally performing any necessary onsite work as needed. An additional layer of  
quality control is implimented through constant contact and communication with the company's clients regarding quality control and client needs.

**ATTACHMENT 5: PROPOSAL PACKAGE**  
**Part 2 of 3: References**

List and describe fully the contracts performed by your firm which demonstrate your ability to provide equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference #1:**

Customer Name: See attached letter. Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

---

---

---

---

---

**Reference #2:**

Customer Name: See attached letter. Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

---

---

---

---

---

**Reference #3:**

Customer Name: See attached letter. Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

---

---

---

---

---

**Reference #4:**

Customer Name: See attached letter. Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

---

---

---

---

---





## Superior Hot Tapping Services, Inc. Superior Arc Welding, Inc.

Wade Brugger, Owner  
CL No.: C60-735833  
CL No.: A-1067989  
DIR No.: 1000619630  
7923 Old Oak Court  
Riverside, CA 92506  
(951) 313-9643

[wbrugger@superiorarcwelding.com](mailto:wbrugger@superiorarcwelding.com)

Follow us on Instagram at: Superior Arc Welding



Date:

To:

Re: Construction Trade References

To whom it may concern:

Greetings and salutations from Superior Hot Tapping Services and Superior Arc Welding, Inc. Included within this letter you will find four construction trade references on behalf of both of my companies for your consideration and review. The references are as follows:

Company Name	Address	City and State	Contact Name	Contact Phone Number
T.E. Roberts	306 W. Katella Ave.	Orange, CA	Justin Roberts	(714) 559-2291
Robert Birkich Constuction Corp.	1508 South Mayflower	Monrovia, CA	Robert Birkich	(626) 945-0609
Steve Doreck Construction	9075 Telegraph Road	Pico Rivera, CA	Steve Doreck	(562) 733-8821
H&H General Contractors, Inc.	7919 Palm Avenue	Highland, CA	Juan Olvera	(951) 453-7712

Please review the included references and notify me if you have any questions and or concerns. I look forward to the opportunity to collaborate and work together with you on your project.

Best Regards,

Wade Brugger, Owner  
Superior Arc Welding, Inc.  
Superior Hot Tapping Services, Inc.



## ATTACHMENT 4: PROPOSAL PACKAGE

### Part 3 of 3: Relevant Project Experience

Elaborate on your firm's relevant experience in regards to on-call welding services and fabrication. Validate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Number of Year's Providing Similar Work 24

Describe your company's level of expertise, past experiences (not previously listed) in rendering services for venues like ours, and results you achieved:

Superior Hot Tapping Service in the past and currently provides on-call 24 hour emergency services for various clients who require repairs on

steel pipe failures and blowouts. As a part of my services, I also provide the pre-made materials for all onsite repairs to assist with returning

domestic water lines back into service. At Superior Hot Tapping Services, Inc., we also specialize in all processes of certified welding, complete

CML+C steel fitting, fabrication, and industry material supplies.

Describe historical projects in which your company ventured over budget and how you endeavored to mitigate the budgeting concerns of the client:

Historically, Superior Hot Tapping Services, Inc. has not had a project that has ventured over budget. Any budgeting concerns are

addressed from the onset of any project undertaking.

Describe how you intend to provide the City with the highest level of service based off your experience:

Superior Hot Tapping Services, Inc. takes pride in providing high quality service though not only our products, but also through our around the clock

availability. For every project we work on, we strive to become essential to our customers by providing differentiated products and services to help

them with achieving their goals.



**Superior Arc Welding, Inc.**

**&**

**Superior Hot Tapping Services, Inc.**

We Love Our Customers, So Feel Free To Call At Any Time.

Wade Brugger: 951-313-9643

Email: [wbrugger@superiorarcwelding.com](mailto:wbrugger@superiorarcwelding.com)

On call 24 Hours, 7 Days A Week for emergency repairs



## **About Us**

At Superior Hot Tapping Services, Inc. and Superior Arc Welding, Inc. we specialize in all processes of certified welding, complete CML+C steel fitting, fabrication, and industry material supplies. One call gets you two companies in one. Get your project completed now by getting in contact with us today.

**Reasonable rates with an emphasis on quality and customer satisfaction**



## **Speed, Production And Reliability**

