

**AGREEMENT WITH CALIFORNIA PROFESSIONAL ENGINEERING, INC., TO PROVIDE
ON-CALL CONSTRUCTION SERVICES FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of August, 2022 by and between California Professional Engineering, 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 March 21, 2022, the City issued Request for Proposal (“RFP”) No. 21-095, by which it sought a qualified contractor to provide on-call construction services for traffic signals, street lights, and concrete wheel chair ramps for 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 21-095.
- 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

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. 21-095, which is attached as **Exhibit A**, and as more specifically delineated 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 C**. Contractor is one of two (2) contractors selected to provide demolition services on an on-call basis under RFP 21-095. The total compensation for these services provided by all such contractors selected under RFP 21-095 shall not exceed the shared aggregate amount of Two Million, Five Hundred Thousand Dollars and Zero Cents (**\$2,500,000**) during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) 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 which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on June 30, 2025, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for up to two (2) one-year periods 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 **\$5,000,000** 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 **\$5,000,000** 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. **Builder's Risk (Course of Construction):** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability:** 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 and a **\$2,000,000** aggregate.
6. **Professional Liability (Errors and Omissions):** insurance appropriate to the Contractor's profession, with a limit no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
7. **Contractors' Pollution Legal Liability and/or Asbestos Liability and/or Errors and Omissions,** if project involves environmental hazards, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
8. **Broader Coverage:** 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 20 37 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. **Builder's Risk (Course of Construction) Insurance:**
 - i. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.
 - ii. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The property

Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the City's site.

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.
- iv. A copy of the claims reporting requirements must be submitted to the City for review.
- v. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8. 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.

9. 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.

10. 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. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

- 11. 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. 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.
- c. In the event of any conflict or inconsistency between the terms and conditions in this Agreement and any terms or conditions set forth in any Exhibit, purchase order, or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- d. This Agreement is the final and complete agreement and any prior or contemporaneous agreement(s) for similar services between the parties is superseded by this Agreement.

21. 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

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635

To Contractor:

Van Nguyen, President
California Professional Engineering, Inc.

19062 San Jose Avenue
La Puente, CA 91748
estimating@cpengineeringinc.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.

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

ATTEST:

CITY OF SANTA ANA

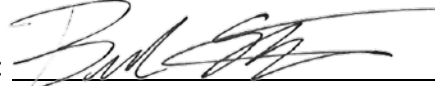
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

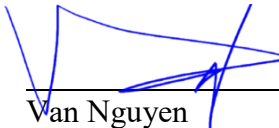
APPROVED AS TO FORM:

**CALIFORNIA PROFESSIONAL
ENGINEERING, INC.:**

SONIA R. CARVALHO
City Attorney

By: 

Brandon Salvatierra
Deputy City Attorney



Van Nguyen
President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL CONSTRUCTION SERVICES FOR
TRAFFIC SIGNALS, STREET LIGHTS AND CONCRETE WHEELCHAIR
RAMPS
RFP NO.: 21-095**

INTRODUCTION

The City of Santa Ana (City) desires to enter into an agreement with a qualified construction company(ies) for the repair and/or installation of traffic signals, street lights, concrete paving wheel chair ramps, and/or other infrastructure within the public right of way that may experience failures within the term of the agreement on an on-call and emergency work for general improvements, on an as needed, **Individual 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.A. “Nature of Work” in the RFP.

The purpose of this request for proposals is to obtain qualified construction companies to augment the City’s capacity to perform On Call Construction Service in the event of system failures.

DESCRIPTION OF WORK

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, traffic signal systems, street lights, 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 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) would be completed for the purpose of review of the proposals. For example, if a Contractor is submitting for Traffic Signal and Concrete Paving – Wheel Chair Ramp, Sample Task Orders A and C would be completed as part of the **Fee Schedule** by filling in of the last two columns for the relevant sample task orders by category. However, actual work will be paid for as described in **Section I.A. “Nature of Work,”** and according to the schedule of hourly billing rates. Sample Task Orders for Traffic Signal, Street Light and Concrete Paving - Wheel Chair Ramp in public right-of-way related work are, respectively:

<u>Sample Task Order A – Traffic Signal</u> <u>(Assume all work within Paved areas)</u>					
Item	Description	Qty	Unit	Unit Price	Total
1	Install City Furnished Type 332 Cabinet on New Foundation (2-4 phases)	1	EA		
2	Install City Furnished Type 332 Cabinet on Existing Foundation (2-4 phases)	1	EA		
3	Install City Furnished Type 332 Cabinet on New Foundation (4-8 phases)	1	EA		
4	Install City Furnished Type 332 Cabinet on Existing Foundation (4-8 phases)	1	EA		
5	Furnish & Install Type 1A Pole on New Foundation	1	EA		
6	Furnish & Install Type 1A Pole on Existing Foundation	1	EA		
7	Furnish & Install Type 15TS Pole on New Foundation	1	EA		
8	Furnish & Install Type 15TS Pole on Existing Foundation	1	EA		
9	Furnish & Install 2” Conduit	75	LF		
10	Furnish & Install 3” Conduit	100	LF		
11	Furnish & Install 4” Conduit	300	LF		
12	Furnish & Install No. 6 Pull Box	10	EA		
13	Furnish & Install No. 6E Pull Box	2	EA		
14	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	10	EA		
15	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	10	EA		
16	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	20	EA		
17	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	20	EA		
18	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	60	EA		
19	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	60	EA		

20	Furnish & Install Overhead Reflectorized Street Name Sign (RSNS)	4	EA		
21	Install City Furnished Overhead Reflectorized Street Name Sign (RSNS)	4	EA		
22	Furnish & Install 12 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF		
23	Furnish & Install 24 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF		
24	Furnish & Install 144 Strand Single Mode Fiber Optic (SMFO) Cable	1000	LF		
25	Furnish & Fusion Splice 1 Stand SMFO	48	EA		
26	Furnish & Fiber Optic Splice Enclosure	2	EA		
27	Pothole Pole Locations for Utility Conflicts	5	EA		
28	Furnish and Install 3-M Vinyl Wrap by Econolite for Type 332 Cabinet	5	EA		

Sample Task Order B – Street Lighting
(Assume all work within Paved areas)

Item	Description	Qty	Unit	Unit Price	Total
1	Furnish & Install Meter Service Pedestal per C.O.S.A. Std. Plan on New Foundation	1	EA		
2	Furnish & Install Double King Street Light Pole per C.O.S.A. Std. 1126A on New Foundation	1	EA		
3	Furnish & Install Single King Street Light Pole per C.O.S.A. Std. 1126E on New Foundation	1	EA		
4	Furnish & Install Ameron Street Light Pole per C.O.S.A. Std. 1126H on New Foundation	1	EA		
5	Furnish & Install #8 AWG Wire (Copper)	100	LF		
6	Furnish & Install #10 AWG Wire (Copper)	100	LF		
7	Furnish & Install #12 AWG Wire (Copper)	100	LF		
8	Furnish & Install #6 AWG Overhead Wire (Aluminum)	100	LF		
9	Furnish & Install 2" Conduit PVC Schedule 40	100	LF		
10	Furnish & Install 3" Conduit PVC Schedule 40	100	LF		
11	Furnish & Install No. 3 Pull Box	4	EA		
12	Furnish & Install No. 5 Pull Box	1	EA		

Sample Task Order C – Concrete Paving - Wheel Chair Ramps

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 and Gutter (C.O.S.A. Std. Plan 1101, Type A-2-8)	100	LF		
5	PCC Curb (C.O.S.A. Std. Plan 1101, Type B-1)	100	LF		
6	PCC Spandrel (C.O.S.A. Std. Plan 1109)	500	SF		

7	PCC Cross Gutter (C.O.S.A. Std. Plan 1109)	500	SF		
8	18" Deep Polyethylene Root Barrier (C.O.S.A. Std. Plan 1124 & 1124B)	50	LF		
9	Root Shaving (C.O.S.A. Std. Plan 1124A)	6	EA		

SURETY BOND

For each Task Order Issued by Public Works Agency, the City **may or may not** require the Contractor to provide cash deposit or surety “**Payment**” and “**Performance**” bond. Depending upon the size, nature and risk of the work, the City may use the amounts specified by the “Greenbook,” surface drainage or street improvement plan measurements, or the approved itemized cost for each On-call or Emergency Task Order to calculate bond amounts, if any. Task Order work shall be per the City’s Standard Plans, As-Built Plans, or other direction from the Public Works Agency. If required for a Task Order, the cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds were not required at the time of the submittal of RFP Proposal.** For Task Orders, the City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. If so, 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.

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 or C-10) 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 (TRAFFIC SIGNAL), B (STREET LIGHT), C (CONCRETE PAVING - WHEELCHAIR RAMPS)):

The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered 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 on the Plans, as specified herein, and as directed by the Engineer.

All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the improvements as shown on the Plans and as specified in the Contract Documents (defined in the Contract/Agreement), shall be furnished and installed as though such work were shown on the Plans or specified in the Contract Documents, and no additional compensation shall be allowed therefore.

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 competitive bid, Time and Materials, basis as described in Section I.A. "Nature of Work" in the RFP, 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 - Traffic Signal Items of Work
(Assume all work within Paved areas)

Bid Item No. 1 – Install City Furnished Type 332 Controller Cabinet on New Foundation (2-4 phases):

This work consists of installing a City furnished Type 332 Controller Cabinet for a 2-4 phase operation on a new foundation. Contractor shall perform all needed excavations, and furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 2 – Install City Furnished Type 332 Controller Cabinet on Existing Foundation (2-4 phases):

This work consists of installing a City furnished Type 332 Controller Cabinet for a 2-4 phase operation on an existing foundation. Contractor shall furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 3 – Install City Furnished Type 332 Controller Cabinet on New Foundation (4-8 phases):

This work consists of installing a City furnished Type 332 Controller Cabinet for a 4-8 phase operation on a new foundation. Contractor shall perform all needed excavations, and furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 4 – Install City Furnished Type 332 Controller Cabinet on Existing Foundation (4-8 phases):

This work consists of installing a City furnished Type 332 Controller Cabinet for a 4-8 phase operation on an existing foundation. Contractor shall furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 5 – Furnish and Install Type 1A Traffic Signal Pole on New Foundation:

This work consists of furnishing and installing Type 1A Traffic Signal Pole including conduit, excavation, concrete foundation, concrete restoration, installing and re-connecting all field wiring, complete removal of existing foundation, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 1A Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 6 – Furnish and Install Type 1A Traffic Signal Pole on Existing Foundation:

This work consists of removing and salvaging existing Traffic Signal pole, furnishing and installing Type 1A Traffic Signal Pole including conduit, concrete restoration, installing and re-connecting all field wiring, traffic

control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 1A Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 7 – Furnish and Install Type 15TS New Traffic Signal Pole:

This work consists of furnishing and installing Type 15TS Traffic Signal Pole including conduit, excavation, concrete foundation, concrete restoration, installing and re-connecting all field wiring, complete removal of existing foundation, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 15TS Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 8 – Furnish and Install Type 15TS Traffic Signal Pole on Existing Foundation:

This work consists of removing and salvaging existing Traffic Signal pole, furnishing and installing Type 15TS Traffic Signal Pole including conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 15TS Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 9 to 11 – Furnish and Install PVC Conduit:

This work consists of furnishing and installing Polyvinylchloride (PVC) traffic signal and/or interconnect communication conduit including pull tape, ground wire, fittings, duct seal and appurtenances complete and in place, per latest Caltrans Standards, City of Santa Ana Specifications and of the size indicated on the plans.

The unit price bid per linear foot of PVC Conduit shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 12 to 13 – Furnish and Install Pull Box:

This work consists of furnishing and installing and/or replacing pull box including the removal and/or modification of any interfering portions of existing pullbox, conduit, PCC, etc, per latest Caltrans Standards, City of Santa Ana Specifications and of the size indicated on the plans.

The unit price for each Pull Box shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No

additional compensation will be allowed therefore.

Bid Item No. 14 to 19 – Furnish and Install Traffic Signal Loop Detector

This work consists of furnishing and installing Caltrans Loop Detector including splice connections, curb termination conduit, fittings and sealant per latest Caltrans Standards, City of Santa Ana Specifications and of type indicated on the plans.

The unit price for each Traffic Signal Loop Detector shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 20 – Furnish and Install Overhead Reflectorized Street Name Sign (RSNS)

This work consists of furnishing and installing Overhead Reflectorized Street Name Sign (RSNS) including RSNS, sign frame & panel assembly, mounting assembly and fittings per latest Caltrans Standards, City of Santa Ana Specifications, City Standard Plans and of size and message indicated on the plans. The contractor is responsible for any modification to the mounting framework to ensure proper fit of the RSNS.

The unit price for each Overhead Reflectorized Street Name Sign (RSNS) Detector shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 21 – Install City Furnished Overhead Reflectorized Street Name Sign (RSNS)

This work consists of installing City furnished Overhead Reflectorized Street Name Sign (RSNS). Contractor shall furnish all materials needed to install RSNS and shall include but not be limited to sign frame & panel assembly, mounting assembly and fittings per latest Caltrans Standards, City of Santa Ana Specifications, City Standard Plans and of size and message indicated on the plans. The contractor is responsible for any modification to the mounting framework to ensure proper fit of the RSNS.

The unit price for each Install City Furnished Overhead Reflectorized Street Name Sign (RSNS) Detector shall be considered full compensation for furnishing all labor, materials, tools, equipment, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

Bid Item No. 22 to 24 – Furnish and Install Single Mode Fiber Optic Cable:

This work consists of furnishing and installing Corning Cable Systems Single Mode Fiber Optic Cable including trace wire, labeling, reel testing, OTDR testing and appurtenances complete and in place, per latest Caltrans Standards, City of Santa Ana Specifications and of fiber strands indicated on the plans.

The unit price bid per linear foot of Single Mode Fiber Optic Cable shall be considered full compensation for furnishing materials, labor, equipment, tools and incidentals and no additional compensation will be allowed therefore.

Bid Item No. 25 – Furnish and Install Fusion Splice 1 Strand of Single mode Fiber Optic (SMFO):

This work consists of furnishing and installing Fusion Splice 1 Strand Single Mode Fiber Optic Cable including pigtails, connectors, labeling, and OTDR testing per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on the plans.

The unit price bid per each Fusion Splice 1 Strand Single Mode Fiber Optic Cable shall be considered full compensation for furnishing materials, labor, equipment, tools and incidentals as required and no additional compensation will be allowed therefore.

Bid Item No. 26 – Furnish and Install Fiber Optic Splice Enclosure:

This work consists of furnishing and installing a Corning Cable Systems Fiber Optic Splice Closure including splice trays, pigtails, connectors, per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on the plans.

The unit price bid per each Fiber Optic Splice Closure shall be considered full compensation for furnishing materials, labor, equipment, tools and incidentals and no additional compensation will be allowed therefore.

Bid Items No. 27 – Pothole Pole Locations for Utility Conflicts:

Payment for Pothole Pole Locations for Utility Conflicts shall be at contract unit price bid per each item listed in the Bid Proposal, and shall include full compensation for furnishing all materials, labor, equipment, tools, disposal of all removed materials, and incidentals as required and no additional compensation will be allowed therefore.

Bid Items No. 28 – Furnish and Install 3-M Vinyl Wrap by Econolite for Type 332 Cabinet:

This work consists of furnishing and installing 3-M vinyl wrapping with Clean Slate Group graffiti resistant laminate, manufactured by Econolite. Vinyl wrap shall be installed onto existing cabinet in strict adherence to manufacturer recommendations and shall be free of air bubbles, wrinkles, and/or lifted sections, edges or corners. Vinyl graphics theme and layout shall be reviewed and approved by Engineer prior to printing and installing vinyl on cabinet.

The unit price for each 3-M Vinyl Wrap by Econolite shall be considered full compensation for furnishing all labor, materials, tools, equipment, traffic signal cabinet preparation and appurtenances for all related items of work necessary for the installation of the vinyl wrap. No additional compensation will be allowed therefore.

Sample Task Order B - Street Light Items of Work
(Assume all work within Paved areas)

Bid Item No. 1 – Furnish and Install Meter Service Pedestal per C.O.S.A. Std. Plan on New Foundation:

This work consists of furnishing and installing Meter Service Pedestal including excavation, new concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and street light turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

Contractor shall furnish and install meter service pedestal, coordination with service provided Southern California Edison (SCE) and provide technical street light turn-on support.

The lump sum price bid to Furnish and Install Meter Service Pedestal shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

Bid Item No. 2 – Furnish and Install Double King Street Light Pole per C.O.S.A. Std. 1126A on New Foundation:

This work consists of furnishing and installing Double King Street Light Pole including excavation, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Standard 1126A, Specifications and as indicated on plans.

The unit price bid per each Double King Street Light Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

Bid Item No. 3 – Furnish and Install Single King Street Light Pole per C.O.S.A. Std. 1126E on New Foundation:

This work consists of furnishing and installing Single King Street Light Pole including excavation, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Standard 1126E, Specifications and as indicated on plans.

The unit price bid per each Single King Street Light Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

Bid Item No. 4 – Furnish and Install Ameron Street Light Pole per C.O.S.A. Std. 1126H on New Foundation:

This work consists of furnishing and installing Ameron Street Light Pole including excavation, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Standard 1126H, Specifications and as indicated on plans.

The unit price bid per each Ameron Street Light Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

Bid Item No. 5 to 8 – Furnish and Install #8, #10 and #12 AWG Wire (Copper) and #6 AWG Overhead Wire (Aluminum)

This work consists of furnishing and installing AWG Wire Copper or Aluminum, including splice connections, curb termination conduit, fittings and sealant per latest Caltrans Standards, City of Santa Ana Standards, Specifications and of type indicated on the plans.

The unit price bid per linear foot shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

Bid Item No. 9 to 10 – Furnish and Install PVC Schedule 40 Conduit:

This work consists of furnishing and installing Polyvinylchloride (PVC) street lighting electrical conduit including pull tape, ground wire, fittings, duct seal and appurtenances complete and in place, per latest Caltrans Standards, City of Santa Ana Standards, Specifications and of the size indicated on the plans.

The unit price bid per linear foot of PVC Schedule 40 Conduit shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

Bid Item No. 11 to 12 – Furnish and Install Pull Box:

This work consists of furnishing and installing and/or replacing pull box including the removal and/or modification of any interfering portions of existing pullbox, conduit, PCC, etc, per latest Caltrans Standards, City of Santa Ana Standards, Specifications and of the size indicated on the plans.

The unit price for each Pull Box shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

Sample Task Order C - Wheelchair Ramp 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 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 this item shall be at the contract unit price bid per Square Foot as listed in the Bid 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 grading, compacting subgrade, and constructing 4-inch thick PCC Curb Ramp including detectable warning surface, curb & gutter 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," of the Standard Specifications and contract document specification .

Payment for this item shall be at the contract unit price bid per Square Foot as listed in the Bid 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 - PCC Curb & Gutter (A-2-8)

The work under this item consists of grading, compacting subgrade, and constructing PCC Curb & Gutter 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 this item shall be at the contract unit price bid per Linear Foot as listed in the Bid 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 (B-1)

The work under this item consists of grading, compacting subgrade, and constructing PCC Curb 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 this item shall be at the contract unit price bid per Linear Foot as listed in the Bid 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 - PCC Spandrel

The work under this item consists of grading, compacting subgrade, and constructing 9-inch thick PCC Spandrel 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 this item shall be at the contract unit price bid per Square Foot as listed in the Bid 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 - PCC Cross Gutter

The work under this item consists of grading, compacting subgrade, and constructing 9-inch thick PCC cross gutter 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 this item shall be at the contract unit price bid per Square Foot as listed in the Bid 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. 8 - Furnish and Install 18" Deep Polyethylene Root Barrier

Payment for this item shall be at the contract unit price bid per linear foot as listed in the Bid 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. 9 - Root Shaving

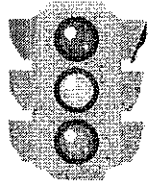
Payment for this item shall be at the contract unit price bid per Each as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

EXHIBIT B

Original

California Professional Engineering, Inc.

- Quality Beyond Expectations -



Cover Letter

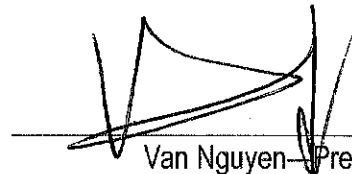
California Professional Engineering, Inc., a corporation founded since 2000, consists of a diverse mix of people who thrive on the success of our clients. Our goal is to get the job done right, the very first time.

Over the past 21 years, our firm has established a reputable name in the Public Works Industry, performing quality beyond expected work including, but not limited to, the CA Department of Transportation (Districts 06, 07, 08, 09, 11, and 12), California Counties (Los Angeles, Orange, San Bernardino, Riverside, San Diego, and Ventura) and various Cities throughout Northern and Southern California such as Orange, Santa Ana, Pasadena, Covina, Rolling Hills Estates, Redlands, Riverside, Oceanside, Ceres, Fresno, and Bakersfield to name a few.

We continue to expand and grow into different areas, learning the experiences and professionalism that each Agency requires and meeting the demands for a successful project. Principally, safety continues to be our #1 priority and we strongly commit to OSHA safety regulations for an optimal experience.

Acknowledging that we're building for future generations, our team's passion, commitment, expertise and integrity are central parts of all delivered performance, every single project.

California Professional Engineering, Inc. is submitting the subject proposal for the On-Call Construction Services for Traffic Signals, Street Lights and Concrete Wheelchair Ramps, RFP No. 21-095 due Tuesday, April 19 at 12:00PM. The signer on behalf of our firm for this proposal is Van Nguyen, the corporation's President and Secretary, who is authorized to legally bind commitments for California Professional Engineering, Inc.


Van Nguyen—President

RE: On-Call Construction Services for Traffic Signals, Street Lights and Concrete Wheelchair Ramps // RFP NO. 21-095



Corporate/Company Profile

Carter Enterprises Group Inc dba Pavement Rehab Company was incorporated in 2018.

Pavement Rehab Company maintains a C-12 license (Earthwork and Paving) and a C-8 license (Concrete). We have divisions specializing in concrete, asphalt maintenance and crack seal. We work predominately in the Inland Empire, Los Angeles County and Orange County areas.

Pavement Rehab Company maintains a staff with extensive experience performing maintenance projects throughout Southern California.

The Pavement Rehab Company office is located at 1181 Princess Ct, Costa Mesa, CA 92626. Phone (714) 238-1444.

Robert Steen- President and Operations Manager.

Kalisie Liavaa- C-8 License holder- 10 years of Public Works contracting.

Tim Fitzpatrick- Chief Estimator - 10 years of Public Works contracting.

Josh Nava- Project Manager/Estimator- 5 years of Public Works contracting.

Vivian Tran- Project Manager/Estimator- 5 years of Public Works contracting.

Joe Pinedo- Concrete Superintendent- 30 years experience in Public Works contracting.

Roberto De La Cruz- Paving Foreman.- 20 years experience in Public Works contracting.

Kaitlin Fitzpatrick- Certified Payroll.

We look forward to working together soon. If you have any questions or requests, please contact Tim Fitzpatrick (714) 397-0733.

Thank you,

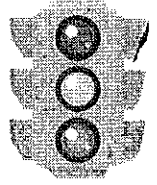
Robert Steen- President
Pavement Rehab Company

PAVEMENT REHAB COMPANY

1181 Princess Ct, Costa Mesa, CA 92626 – Corporate Headquarters: (714) 238-1444 - FAX: (714) 333-4844

California Professional Engineering, Inc.

- Quality Beyond Expectations -

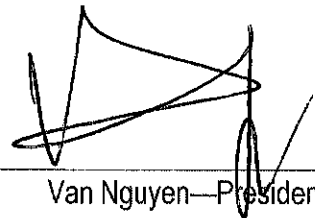


Understanding of Needs

California Professional Engineering, Inc. acknowledges the needs of the subject project and is and has been familiar with the City's requirements, similar to the Street Lighting Maintenance contract we currently hold with the Agency for a three-year term, two having been completed successfully. Staff, trucks and equipment, along with necessary labor will be provided accordingly to the needs of such contract and time remains of the essence in any case. All work shall be completed promptly and of quality workmanship, at or exceeding Agency expectations.

Over the past 21 years, CPE has completed numerous projects for various Agencies including Counties, Cities, Caltrans and has established a reputable name within the industry in our line of work. As you will see in the proposal, our firm's work history and project experiences display our numerous years of involvement, commitment, and enthusiasm towards public works improvement. Should you need additional information on any of those projects, please feel free to contact our team at any time.

Our motto remains "Quality Beyond Expectations" and we guarantee this project to be no different. We would love to continue our partnership and work in your City and appreciate your consideration of California Professional Engineering, Inc.'s proposal.

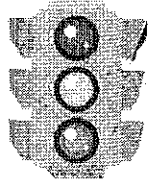

Van Nguyen—President

RE: On-Call Construction Services for Traffic Signals, Street Lights and Concrete Wheelchair Ramps // RFP NO. 21-095

Van Nguyen
19062 San Jose Avenue
La Puente, CA 91748
626-810-1338
van@cpengineeringinc.com

California Professional Engineering, Inc.

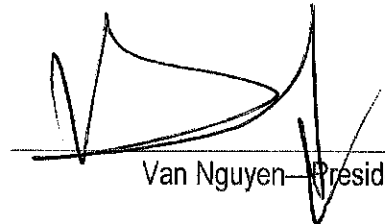
- Quality Beyond Expectations -



Concerns/Concurrences

California Professional Engineering, Inc. concurs with the submitted proposal and outlined requirements of the agreement, with any special conditions noted in our Fee Schedule and our Subcontractor's Fee Schedule.

Due to the nation's material and labor shortages, California Professional Engineering, Inc.'s material pricing is based on a three-month period from date of RFP. Should material price increase after the three-month period, please allow unit pricing revisions.

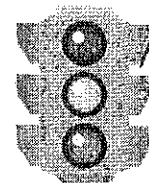


Van Nguyen—President

Van Nguyen
19062 San Jose Avenue
La Puente, CA 91748
626-810-1338
van@cpengineeringinc.com

California Professional Engineering, Inc.

- Quality Beyond Expectations -



ATTENTION: City of Santa Ana

REFERENCE: Intended Key Personnel

Van Nguyen | **Operations Manager** | **100% Time Allocation**

Education | Studied Science of Industrial Engineering, BS. Knowledge of Auto CAD and Elemental Standard Time (EST). Vocation training in Fiber Optic Theory, Cable Construction, OSP Cable Breakout, Installation, Connectorization, Fusion/Mechanical Splicing, OTDR/Power Meter/Fault Locator Testing System Design.

Experience | 21 Years within Construction Industry. Ensure project is carried out smoothly and effectively, utilizing maximum production and minimum time. Senior Estimator.

Diem Chu | **General Manager** | **100% Time Allocation**

Education | Studied Spanish and Biological Sciences. Studying extended Construction Management including Accounting, CPM, Estimating, Legalities, Labor and Employment and Managing Employee Relations.

Experience | 8 Years within Construction Industry. Supervised multiple County/City/Caltrans jobs successfully from project procurement through construction stages until completion/close out. Addressed any discrepancies from Site to Plan. Senior Project Manager.

Tracy Sooc | **Project Manager** | **100% Time Allocation**

Education | Studied Business and Accounting, BS.

Experience | 12 Years within Construction Industry. Supervised multiple County/City/Caltrans jobs successfully from project procurement through construction stages until completion/close out. Addressed any discrepancies from Site to Plan.

Alicia Nguyen | **Payroll Administrator** | **100% Time Allocation**

Education | Studied Nursing and Accounting. Studying extended Construction Management including Accounting, CPM, Estimating, Legalities, Labor and Employment and Managing Employee Relations.

Experience | 7 Years within Construction Industry. Administered Bids. Executed Payroll and Labor Compliance Documents. Project coordination and procurement.

For additional information, please do not hesitate to contact our office at the numbers listed below.

California Professional Engineering, Inc.

Van Tan Nguyen

Experience And Summary of Qualifications

2000-Present California Professional Engineering, Inc, La Puente, CA

Owner

- General Manager of California Professional Engineering, Inc.
- Estimate / Bid projects with various agencies (Caltrans, City of, etc.)
- Overlook and coordinate projects.

1997-2005 United Auto Glass El Monte, CA

Owner

- Supervised in all areas in two major stores.
 - Professionally train all employees with the state-of-the-art equipment.
- Manager of C.P. Engineering electrical firm.

1992-1997 Tai's Air Condition and Electrical El Monte, Ca

District Manager

- Responsible for all contracts and electrical contracting.
- Oversee all business transactions.
- Implemented training course for new recruits — speeding profitability.

1980-1985 Burg & DI Vista Inc Palm Beach Garden, FL

Senior Production Supervisor

- Responsible for time management of materials and labor.
- Supervised the largest construction builder of residential homes in South Florida.
- Implemented new policies/procedures resulting in breaking world record for fastest completion of new homes

1975-1980 Atlantic Air Conditioning Inc. Delray Beach, CA

Field Service Technician

- Performed repairs, maintenance and service on air conditioning and refrigeration units
- Received company's highest sales award.
- Developed Excellence in Sales training course.

Education

1986-1991 California State University of Fresno Fresno, CA

- B.S., in Science of Industrial Engineering.
- Project: Time/Motion Studies for Vendo Fresno, CA
- Knowledge of auto CAD and Elemental Standard Time (EST).
- Also vocational training in Fiber Optic Theory, Cable Construction, OSP Cable Breakout, Installation, Connectorization, Fusion/Mechanical Splicing, OTDR/Power meter/Fault Locator Testing System Design.

PROFESSIONAL PROFILE

DIEM CHU

Current	General Manager California Professional Engineering, Inc. (May 2013 – Current) Oversee construction activities and operations, working directly with field and project managers to ensure performance quality and prompt project completion.
Certifications / Qualifications	IMSA Traffic Signal Technician Level I IMSA Traffic Signal Field Technician Level II IMSA Work Zone Temporary Traffic Control Technician Certification No. 124580 – Expires February 2024 Cal Poly Pomona Extended Education Construction Management Certification October 2019 - Pursuing Iteris Vantage Intermediate Detection Training January 2018 Project Manager 8 years Traffic Signal, Street Lighting and Electrical Systems
Education	Cal Poly Pomona Extended Education CMC110 Estimating (June 2018) Cal Poly Pomona Extended Education CMC 130 Legal Aspects (March 2018) Cal Poly Pomona Extended Education CMC140 Labor Laws (March 2018) Cal Poly Pomona Extended Education CMC160 Accounting (November 2017) UCSB Emphasis in Spanish & Science (2009)
References	<i>Available upon request.</i>

Mobile: (626) 362-0147
Email : diemc@cpengineeringinc.com
Location: La Puente, CA | Los Angeles County

PROFESSIONAL PROFILE

TRACY SOOC

Current	Project Manager California Professional Engineering, Inc. (March 2008 – Current) Planning and overseeing projects to ensure they are completed in a timely matter and within budget.
Certifications / Qualifications	Iteris Vantage Intermediate Detection Training January 2018 Project Manager 10 years Traffic Signal, Street Lighting and Electrical Systems
Education	California State University, Los Angeles Bachelor of Science, Business Administration - Management December 2006 Mount San Antonio Community College, Walnut Associates of Arts Degree, January 2004
References	<i>Available upon request.</i>

Mobile: (626) 420-2723
Email : Tracy@cpengineeringinc.com
Location: La Puente, CA | Los Angeles County

PROFESSIONAL PROFILE

Alicia Nguyen

Current

Payroll/HR Manager

California Professional Engineering, Inc. (May 2015 – Current)

Provide support to management team regarding employee relations, manage Worker's Compensation documentation and claims.

Review employee time and attendance records to ensure compliance with City/Caltrans policies. Create and load payroll data batches from BBSI TimeNet program, prepare various payroll reports, including Certified Payroll, prepare and reconcile weekly journal entries, process and maintain monthly fringe benefits, input employee deduction and contribution forms and make adjustment to the payroll system, as necessary

Year-end audit preparation and reporting

Certifications / Qualifications

Payroll Manager | 5 years

Certified Payroll Reporting, LCPTracker, eCPR, DIR Compliance

Education

Cal Poly Pomona Extended Education

Construction Management (2019)

Mount San Antonio Community College

General Education/Accounting/Admin Courses (2013)

References

Available upon request.

Mobile: (626) 421-0417

Email: payroll@cpengineeringinc.com

Location: La Puente, CA | Los Angeles County

BOND EXCHANGE

April 18, 2022

RE: California Professional Engineering, Inc.

Dear Sir or Madam:

We at The Bond Exchange and Insurance Agency have the pleasure of handling California Professional Engineering, Inc.'s bonding requirements (hereafter referred to as "CPE"). All bonds provided for CPE are executed through a licensed California carrier by the name of United States Fire Insurance Company, which is a Federal Treasury listed Surety Company that has been assigned an "A III" rating by A.M. Best. CPE is an organization with a single job bonding capacity of \$10 million with an aggregate program of \$20 million.

Our investigation of CPE clearly indicates a company thoroughly versed in the construction industry with a wealth of experienced people who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We have found their relationships with subcontractors and suppliers to be far above average, which we feel is of great importance to a well-run project.

We assure you that based on our normal conditions being prevalent, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of any contract awarded to them.

You understand, of course, that any arrangement for the final bond or bonds is a matter between the Contractor and ourselves and we assume no liability to third parties or to you for any reason we do not execute said bond or bonds.

Regards,



Christine Hoang
Attorney-in-Fact

24800 Chrisanta Drive, #160, Mission Viejo, CA 92691

Main: (949) 461-7000 | Toll Free: (800) 764-7233 | Fax: (949) 461-7725 | www.suretybondex.com

CA License No. 0C66786

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

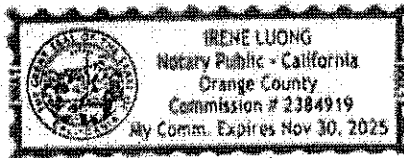
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On APR 18 2022 before me, Irene Luong, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Christine Hoang
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Irene Luong
Signature of Notary Public Irene Luong

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07626

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Emilie George, Christine Houng, Danielle Hanson

each, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey)
County of Morris)

Matthew E. Lebin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. O'Aleusio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of April 2022

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fry, Senior Vice President

California Professional Engineering, Inc.

COMPLETED PRIME Projects (starting with most recent)

document last modified 02.17.2022 // dc

Total Contract Amount + Extra Work/CCO's		Brief Scope of Work	Approx. Commencement	Approx. Completion	Owner/Contact/Info	Project Name & No.	Approximate % Completed by CPE
original contract	final contract						
\$ 151,488.00	\$ 136,332.20	Pedestrian Safety Lighting & Beacons	Dec 2021	Jan 2022	City of Westlake Village Mike Bustos 31200 Oak Crest Drive Westlake Village, CA 91361 (805) 653-6597 mbustos@willdan.com	Triunfo Canyon Rd-Saddle Mountain Dr	95%
original contract	final contract						
\$ 118,898.00	\$ 127,071.92	Replace CMS (changeable message sign) on freeway.	Jun 2021	Oct 2021	Caltrans District 12 Gagandeep Sidhu 1727 30th Street Sacramento, CA 95816 949-279-8466 gagandeep.sidhu@dot.ca.gov	Replace Panel on CMS37 #12A1791	100%
original contract	final contract						
\$ 343,760.00	\$ 340,252.00	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	Dec 2020	Jul 2021	City of Whittier Raul Flore 13230 Penn Street Whittier, CA 90602 562-567-9525 rflore@cityofwhittier.org	Greenleaf Ave / Putnam Ave TS #STPL-5111	95%
original contract	final contract						
\$ 173,654.00	\$ 176,503.35	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	May 2021	Sept 2021	City of Lancaster Marc Alius 44933 North Fern Avenue Lancaster, CA 93534 661-945-6879 malus@cityoflanasterca.org	City of Lancaster - Avenue I / 60th Street West #17-0123	90%
original contract	final contract						
\$ 524,628.00	\$ 535,123.83	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	Nov 2020	Feb 2021	City of Lancaster Marc Alius 44933 North Fern Avenue Lancaster, CA 93534 661-945-6879 malus@cityoflanasterca.org	2017 Traffic Signal Upgrades #16-007; #STPL-5419(054)	85%
original contract	final contract						
\$ 678,065.00	\$ 678,065.00	Traffic Signal Construction at Three Locations, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, Signal Interconnect, Pedestal, etc.	Nov 2019	Aug 2020	City of Colton Marty Ragels 160 South 10th Street Colton, CA 92324 909-370-5065 mragels@coltonca.gov	Three Traffic Signal Intersections #3186-4	80%
original contract	final contract						
\$ 626,339.40	\$ 580,294.66	Traffic Signal Construction, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, Signal Interconnect, Conduit & Communication Systems, CCTV	Nov 2019	Jul 2020	City of Fountain Valley John Nguyen 10200 Slater Ave Fountain Valley, CA 92708 714-593-4443 john.nguyen@fountainvalley.org	Talbert/Mt Washington TS #T1233	80%
original contract	final contract						
\$ 140,568.00	\$ 141,327.00	Traffic Signal, Battery Back Up Systems, Video Detection Systems, Controller Cabinet, CCTV, Wiring, Pull Boxes, etc.	Jul 2020	Jul 2020	City of Ontario Mauricio Diaz 303 E "B" St Ontario, CA 909-395-2000 mdiaz@ontarioca.gov	Vineyard & Sixth; Grove & Francis #TR1801/1802	90%
original contract	final contract						
\$ 678,072.40	\$ 720,691.43	Traffic Signal Construction, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, Signal Interconnect, Conduit & Communication Systems, Fiber Optic	Aug 2019	Feb 2020	City of Oxnard Debbie O'Leary 305 W 3rd Street Oxnard, CA 93030 805-200-5283 debbie.oleary@oxnard.org	Rose Ave/Gary Dr TS #A-8128	70%
original contract	final contract						
\$ 324,743.00	\$ 348,661.05	LaneLight In-Pavement LED Crosswalk Lighting, Signing/Striping, Flashing Beacon poles, Pull Boxes, Subunits	Jul 2020	Jul 2020	City of Redlands Kyle Wagner 35 Cajon Street Redlands, CA 92373 909-798-7584 kwagner@cityofredlands.org	HSIPL Cycle 7 Uncontrolled Crosswalk #HSIPL-5083(019)	95%
original contract	final contract						
\$ 713,791.00	\$ 775,716.75	Traffic Signal Construction upgrades at various intersections	Mar 2020	Oct 2020	City of Arcadia Kevin Merrill 240 West Huntington Drive Arcadia, CA 91066 626-574-5481 kmerrill@ArcadiaCA.gov	Santa Anita Corridor #41852417	85%
original contract	final contract						
\$ 421,043.00	\$ 410,127.79	Park & Security Lighting, Conduit, Pull Boxes, Lighting Foundations, Service Pedestals, Anti-Crime	Mar 2020	Jan 2021	City of Santa Ana Michael Ortiz 20 Civic Center Plaza Santa Ana, CA 714- 647-5624 MOrtiz@santa-ana.org	Security Lighting for PE Bike Trail & Saddleback View Park #18-7254; #18-7533	95%
original contract	final contract						
					City of Burbank Vikki Davtian		

\$ 954,429.66	\$ 1,043,603.19	Trans. signal synchronization at various intersections, Conduit, Pull Boxes, Loop Detector Installation, Grind & Overlay, Street Improvements, Fiber Optic	Apr 2020	Dec 2020	275 E Olive Ave Burbank, CA 818-238-3965 VDavilan@burbankca.gov	Traffic Responsive Signal System Project #1461	90%
original contract	final contract						
\$ 387,550.00	\$ 94,050.00	Replacement of Traffic Signal Loop Detectors	Oct 2018	Jun 2020	CA DOT Roy Tomello 790 Via Lata, #100 Colton, CA 92324 909-915-9717 roy.tomello@dot.ca.gov	On Call Loop Detectors #08A2921	100%
original contract	final contract						
\$ 814,935.00	\$ 867,901.78	Traffic Signal Construction at Two Intersections, Concrete & Sidewalk Improvements, Signing & Striping, SOE Underground Substructures, Service Pedestal, etc.	Sept 2019	May 2020	City of Menifee Carlos Geronimo 29844 Haun Road Menifee, CA 92586 951-723-3722 cgeronimo@cityofmenifee.us	Two Traffic Signal Intersections #19-04/05	75%
original contract	final contract						
\$ 95,420.00	\$ 89,021.53	SCE Substructures, Power Feed Conduit, Caltrans ROW Coordination, etc.	Mar 2020	May 2020	City of San Bernardino Ryan Castillo 300 North "D" Street San Bernardino, CA 92418 909-384-5535 castillo_ry@sbcity.org	Hospitality / Waterman #13330	100%
original contract	final contract						
\$ 188,870.00	\$ 179,237.40	Removal & Replacement of Traffic Signal and Street Lighting Poles.	Apr 2020	May 2020	City of Pasadena Sarah Tawadrous 100 N Garfield Ave Pasadena, CA 626-744-4304 stawadrous@cityofpasadena.net	Fair Oaks/Mountain; Green/Arroyo Pole Replacement #31383	100%
original contract	final contract						
\$ 185,110.00	\$ 199,478.04	RRFB, FLIR Thermal Cameras at Various Locations, Integration	May 2019	Apr 2020	City of Pasadena Elvin Jiang 100 North Garfield Avenue, N306 Pasadena, CA 626-744-7311 ejjiang@cityofpasadena.net	Pedestrian Crossing Improvements #31299	100%
original contract	final contract						
\$ 53,445.00	\$ 60,207.66	Traffic Signal & Flashing Beacons	Apr 2020	Apr 2020	City of Downey Ed Norris 11111 Brookshire Avenue Downey, CA 90241 562-904-7110 enorris@downeyca.gov	Brookshire Ave & Everest St #20-29	100%
original contract	final contract						
\$ 20,300.00	\$ 21,945.14	Banner Pole & Arm Installations	Feb 2020	Apr 2020	City of Buena Park Ken Kim 6550 Beach Blvd Buena Park, CA 90620 714-562-3688 kkim@buenapark.com	Banner Poles on Orangethorpe & Indiana #618	100%
original contract	final contract						
\$ 643,490.20	\$ 676,697.47	Traffic Signal Construction, Conduit, Pull Boxes, Wiring, Concrete & Sidewalk Improvements, Handicap Ramps, etc.	Sept 2019	Apr 2020	City of Huntington Beach Joe Fuentes 2000 Main Street Huntington Beach, CA 92648 714-394-5676 jfuentes@surfcity-hb.org	Main St & 17th St #CC-1488	75%
original contract	final contract						
\$ 45,000.00	\$ 40,338.00	Replacement of Traffic Signal Loop Detectors	Feb 2020	Feb 2020	City of Oceanside Jeff Freelly 4927 Oceanside Boulevard Oceanside, CA 92056 760-435-5323 JFreelly@oceansideca.org	On Call Loop Detectors	100%

original contract	final contract						
\$ 858,785.50	\$ 916,950.71	Traffic Signal, Battery Back Up Systems, Video Detection Systems, Controller Cabinet, CCTV, Wiring, Pull Boxes, etc.	Apr 2019	Jul 2019	City of Pasadena Arnold Dichosa 100 North Garfield Avenue, N306 Pasadena, CA 626-744-7402 adichosa@cityofpasadena.net	Metro Goldline At-Grade Crossing Mobility Enhancements #31131 / FedAid #CML-5064(083)	100%
\$ 2,587,172.50	\$ 2,587,172.50	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements, Fiber Optic, Networking, Microwave Systems	Aug 2017	May 2019	CA DOT Manuel Ruiz 790 Via Lata, #100 Colton, CA 92324 951-965-6327 manuel.ruiz@dot.ca.gov	Route 10, 210 #08-0E5514	90%
\$ 108,786.00	\$ 108,786.00	Flashing Beacon, Curb Ramps, Signing & Striping, Concrete/Asphalt Improvements	Apr 2019	Apr 2019	City of Fontana Jazmine Pena 16489 Orange Wy Fontana, CA 949-644-3336 jpena@fontana.org	PE Trail at Maple Ave #CC-91-DE-18	80%
\$ 314,729.92	\$ 314,729.92	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Oct 2018	Mar 2019	City of Corona Dennis Ralls 400 S Vicentia Ave, #210 Corona, CA 951-736-2266 dennis.ralls@coronaca.gov	Traffic Signal at Green River and Montana Ranch #2016-03	80%
\$ 354,777.54	\$ 354,777.54	Traffic Signal Modifications, Curb Ramps, Concrete/Asphalt Improvements	Jul 2018	Mar 2019	City of Newport Beach Eric Loke 100 Civic Center Dr Newport Beach, CA 949-644-3311 eloke@newportbeachca.gov	TS Rehabilitation FY2017-2018 #7314-1	80%
\$ 203,650.88	\$ 203,650.88	Traffic Signal Video Detection	May 2018	Feb 2019	City of Rancho Cucamonga Natalie Avila 10500 Civic Center Dr Rancho Cucamonga, CA 909-774-4076 natalie.avila@cityofrc.us	Traffic Signal Video Detection at 15 Locations #800-2018-01	100%

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.

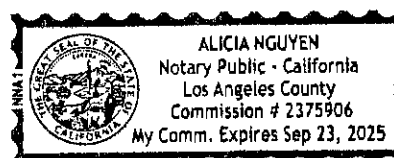
Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 18th day of APRIL, 2022 by
VAN NGUYEN, proved to me on the basis of satisfactory evidence to be the person(s) who appeared
 before me.

 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 California Professional Engineering, Inc.

Signed and Printed Name: Van Nguyen

Title President

Date 04/18/2022

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: _____

Firm: _____

Date: _____

President

California Professional Engineering, Inc.

04/18/2022

Appendix
ATTACHMENT 3-4: CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT

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: California Professional Engineering, Inc.

Business Address: 19062 San Jose Ave La Puente, CA 91748

Business E-Mail Address: van@cpengineeringinc.com / estimating@cpengineeringinc.com

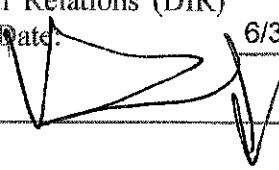
Telephone: 626-810-1338

State Contractor's License No. and Class: 793907 A, C-10

License Expiration Date: 4/30/2023

State Dept. of Industrial Relations (DIR)
Registration No.: 1000377609

State Dept. of Industrial Relations (DIR)
Registration Expiration Date: 6/30/2023

Signed: 

Title: President

Appendix
**ATTACHMENT 3-5: PREVAILING WAGE COMPLIANCE AND MONITORING
STATEMENT**

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.

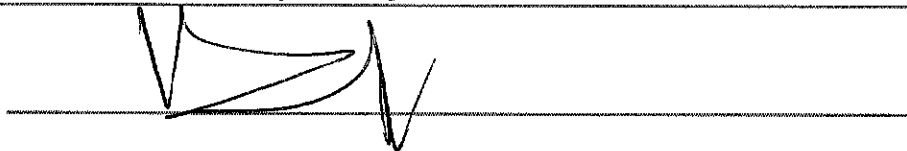
City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested 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 California Professional Engineering, Inc.

Signature of
CONTRACTOR



Title President
(if an individual, so state)

Appendix
ATTACHMENT 3-6: OWNERSHIP AFFIDAVIT

OWNERSHIP AFFIDAVIT

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

Van Nguyen

, 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:

California Professional Engineering, Inc.

a corporation which is making the foregoing proposal:

☐ JOINT VENTURE

That he is of:

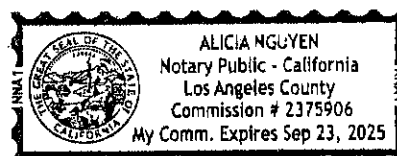
one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

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.

Signature of CONTRACTOR

Subscribed and sworn to before me this 16th day of April 20 22

Signature of officer Administering Oath (Notary Public)



Appendix ATTACHMENT 3-7: LIST OF SUB-CONTRACTORS

LIST OF SUB-CONTRACTORS

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

- Streets, highways including bridge projects: ½% of the bid or \$10,000, whichever is greater
- 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).

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

Name Pavement Patch Company
 License #/Exp. 1051374 Exp 3/31/23
 DIR Reg. #/Exp. 14200604823 Exp 6/30/23
 Location Costa Mesa
 Phone (714) 238-1444
 Type Of Work Civil
 Amount \$ \$ 307,500

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

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 \$ _____

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 \$ _____



Signature of CONTRACTOR

Appendix ATTACHMENT 3-8: REFERENCES

REFERENCES

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

1. City of Colton | 160 Soth 10th Street Colton, Ca 92324

Name and Address of Owner.

Marty Ragels 909-370-5065

Name and Telephone Number of person familiar with project.

\$678,065.00

Traffic Signal

August 2020

Contract Amount

Type of Work

Date Completed

2. City of Menifee | 29844 Haun Road Menifee, CA 92586

Name and Address of owner.

Carlos Geronimo 951-723-3722

Name and Telephone Number of person familiar with project.

\$580,294.66

Traffic Signal Construction

May 2020

Contract Amount

Type of Work

Date Completed

3. City of Huntington Beach | 2000 Main Street Huntington Beach, CA 92648

Name and Address of owner.

Joe Fuentes, 714-394-5676

Name and Telephone Number of person familiar with project.

\$676,697.47

Traffic Signal Construction

April 2020

Contract Amount

Type of Work

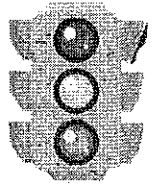
Date Completed

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

Please see attached

California Professional Engineering, Inc.

- Quality Beyond Expectations -



Bonding and Insurance Information

We intend to procure all bonds from:

Surety: United States Fire Insurance Company

305 Madison Ave
Morristown, NJ, 07960-6117

Broker: The Bond Exchange

Yung T. Mullick, Attorney-In-Fact

24800 Chrisanta Drive, Suite 160

Mission Viejo, CA 92691

949-461-7000-office #

949-461-7725-fax #

ymullick@thebond-exchange.com

We intend to procure all general/access liability/auto liability certificates from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.

George Duran, Agent

6371 Haven Ave. Suite 3-222

Rancho Cucamonga, CA 91737

909-360-1108-office #

909-360-1273-fax #

george@duraninsuranceservices.com

We intend to procure all workers' compensation certificates from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.

George Duran, Agent

6371 Haven Ave. Suite 3-222

Rancho Cucamonga, CA 91737

909-360-1108-office #

909-360-1273-fax #

george@duraninsuranceservices.com

document last modified 10.26.2020

Appendix

ATTACHMENT 3-8: REFERENCES

REFERENCES, (CONTINUED)

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

1. CITY OF SAN BERNARDINO - 290 NORTH D STREET, SAN BERNARDINO CA 92401

Name and Address of Owner.
DONNA FUENTES (SB INSPECTOR) 909-384-5140; GEORGE FONVILLE (MATICH PM) 909-228-1656

Name and Telephone Number of person familiar with project.		
\$1,155,000	CONCRETE IMPROVEMENTS AT VARIOUS LOCATIONS	DECEMBER 2020

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

2. COUNTY OF RIVERSIDE - 4060 COUNTY CIRCLE DR, RIVERSIDE, CA 92503

Name and Address of owner.
ANDREW POTTER (RIVCO ENG TECH) 951-850-6068; BRYAN BOUDREAUX (PAVEMENT COATING) 714-713-7981

Name and Telephone Number of person familiar with project.		
\$344,000	CONCRETE IMPROVEMENTS AT VARIOUS LOCATIONS	OCTOBER 2020

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

3. CITY OF UPLAND - 1370 NORTH BENSON AVE, UPLAND, CA 91786

Name and Address of owner.
DAVID RODRIGUEZ (UPLAND INSPECTOR) 909-376-2490;

Name and Telephone Number of person familiar with project.		
\$290,000	CONCRETE IMPROVEMENTS AT VARIOUS LOCATIONS	APRIL 2022

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

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

Surety Company
HARCO NATIONAL INSURANCE COMPANY
2400 EAST KATELLA AVE. SUITE 250, ANAHEIM, CA 92806

Surety Brokerage
TURNER SURETY AND INSURANCE BROKERAGE
6 HUTTON CENTRE DRIVE, STE 1020, SANTA ANA, CA 92707
SURETY 714-602-9170
AGENT 714-955-4029

Appendix
ATTACHMENT 3-9: STATEMENT REGARDING APPRENTICESHIP
REQUIREMENTS

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

The undersigned CONTRACTOR 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: President

Firm: California Professional Engineering, Inc.

Date: 04/18/2022

Appendix
ATTACHMENT 3-10: STATEMENT REGARDING "ANTI-KICKBACK"
REQUIREMENTS

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: President

Firm: California Professional Engineering, Inc.

Date: 04/18/2022

Appendix
ATTACHMENT 3-11: PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Has the CONTRACTOR, any officer of the CONTRACTOR's organization, or any employee of the CONTRACTOR's Company who has a proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from proposing/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.

Appendix**ATTACHMENT 3-12: STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS**STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS

This is to certify that the undersigned CONTRACTOR, 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 September 1, 2017. The CWA is available at:

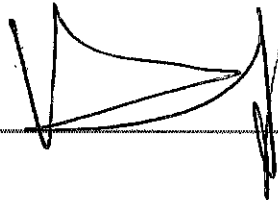
<http://www.santa-ana.org/pwa/documents/CWA.pdf>

The undersigned CONTRACTOR 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, CONTRACTOR will also be required to sign the Letter of Assent that appears as Attachment A to the CWA.

Public Works Construction Permit: The Contractor may be required to obtain a Public Works Construction Permit if the CWA thresholds for a Task Order are met or exceeded as described in this RFP's Section III.E "Licenses & Permits."

The undersigned has reviewed and understands that a Public Works Construction Permit for CWA administration fees and deposit that may be required as described in this RFP's Section III.E "Licenses & Permits."

Signed:



Title: President

Firm: California Professional Engineering, Inc.

Date: 04/18/2022

EXHIBIT C

Appendix

ATTACHMENT 5

FEE SCHEDULE

(UNDER SEPARATE SEALED COVER)

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) would be completed for the purpose of review of the proposals. For example, if a Contractor is submitting for Traffic Signal and Concrete Paving – Wheel Chair Ramp, Sample Task Orders A and C would be completed as part of the **Fee Schedule** by filling in of the last two columns for the relevant sample task orders by category. However, actual work will be paid for as described in **Section I.A. "Nature of Work,"** and according to the schedule of hourly billing rates. Sample Task Orders for Traffic Signal, Street Light and Concrete Paving - Wheel Chair Ramp in public right-of-way related work are, respectively:

<u>Sample Task Order A – Traffic Signal</u> <u>(Assume all work within Paved areas)</u>					
Item	Description	Qty	Unit	Unit Price	Total
1	Install City Furnished Type 332 Cabinet on New Foundation (2-4 phases)	1	EA	5000	5000
2	Install City Furnished Type 332 Cabinet on Existing Foundation (2-4 phases)	1	EA	2500	2500
3	Install City Furnished Type 332 Cabinet on New Foundation (4-8 phases)	1	EA	5000	5000
4	Install City Furnished Type 332 Cabinet on Existing Foundation (4-8 phases)	1	EA	2500	2500
5	Furnish & Install Type 1A Pole on New Foundation	1	EA	7000	7000
6	Furnish & Install Type 1A Pole on Existing Foundation	1	EA	3900	3900
7	Furnish & Install Type 15TS Pole on New Foundation	1	EA	10900	10900
8	Furnish & Install Type 15TS Pole on Existing Foundation	1	EA	7400	7400
9	Furnish & Install 2" Conduit	75	LF	45	3375
10	Furnish & Install 3" Conduit	100	LF	38	3800
11	Furnish & Install 4" Conduit	300	LF	45	13500
12	Furnish & Install No. 6 Pull Box	10	EA	700	7000
13	Furnish & Install No. 6E Pull Box	2	EA	850	1700
14	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	10	EA	260	2600
15	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	10	EA	260	2600
16	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	20	EA	260	5200
17	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	20	EA	260	5200
18	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	60	EA	260	15600
19	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	60	EA	260	15600

20	Furnish & Install Overhead Reflectorized Street Name Sign (RSNS)	4	EA	1600	6400
21	Install City Furnished Overhead Reflectorized Street Name Sign (RSNS)	4	EA	600	2400
22	Furnish & Install 12 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF	3 ⁵⁰	1050
23	Furnish & Install 24 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF	5 ⁵⁰	1650
24	Furnish & Install 144 Strand Single Mode Fiber Optic (SMFO) Cable	1000	LF	7 ³⁰	7800
25	Furnish & Fusion Splice 1 Stand SMFO	48	EA	48 ⁷⁰	2337 ⁶⁰
26	Furnish & Fiber Optic Splice Enclosure	2	EA	928	1856
27	Pothole Pole Locations for Utility Conflicts	5	EA	650	3250
28	Furnish and Install 3-M Vinyl Wrap by Econolite for Type 332 Cabinet	5	EA	2500	12500

Sample Task Order B – Street Lighting
(Assume all work within Paved areas)

Item	Description	Qty	Unit	Unit Price	Total
1	Furnish & Install Meter Service Pedestal per C.O.S.A. Std. Plan on New Foundation	1	EA	535	535
2	Furnish & Install Double King Street Light Pole per C.O.S.A. Std. 1126A on New Foundation	1	EA	20000	20000
3	Furnish & Install Single King Street Light Pole per C.O.S.A. Std. 1126E on New Foundation	1	EA	14000	14000
4	Furnish & Install Ameron Street Light Pole per C.O.S.A. Std. 1126H on New Foundation	1	EA	12000	12000
5	Furnish & Install #8 AWG Wire (Copper)	100	LF	2 ²⁰	220
6	Furnish & Install #10 AWG Wire (Copper)	100	LF	2 ¹⁰	210
7	Furnish & Install #12 AWG Wire (Copper)	100	LF	2 ⁰⁵	205
8	Furnish & Install #6 AWG Overhead Wire (Aluminum)	100	LF	2 ²⁰	200
9	Furnish & Install 2" Conduit PVC Schedule 40	100	LF	40	4000
10	Furnish & Install 3" Conduit PVC Schedule 40	100	LF	42	4200
11	Furnish & Install No. 3 Pull Box	4	EA	650	2600
12	Furnish & Install No. 5 Pull Box	1	EA	700	700

Sample Task Order C – Concrete Paving - Wheel Chair Ramps

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	64	35200
2	PCC Sidewalk (T=4")	2,500	SF	18	45000
3	PCC Curb Ramp	3,000	SF	54	162000
4	PCC Curb and Gutter (C.O.S.A. Std. Plan 1101, Type A-2-8)	100	LF	111	11100
5	PCC Curb (C.O.S.A. Std. Plan 1101, Type B-1)	100	LF	105	10500
6	PCC Spandrel (C.O.S.A. Std. Plan 1109)	500	SF	58 ⁵⁶	29280

7	PCC Cross Gutter (C.O.S.A. Std. Plan 1109)	500	SF	70	35000
8	18" Deep Polyethylene Root Barrier (C.O.S.A. Std. Plan 1124 & 1124B)	50	LF	351	17550
9	Root Shaving (C.O.S.A. Std. Plan 1124A)	6	EA	2340	14040

SURETY BOND

For each Task Order Issued by Public Works Agency, the City **may or may not** require the Contractor to provide cash deposit or surety "Payment" and "Performance" bond. Depending upon the size, nature and risk of the work, the City may use the amounts specified by the "Greenbook," surface drainage or street improvement plan measurements, or the approved itemized cost for each On-call or Emergency Task Order to calculate bond amounts, if any. Task Order work shall be per the City's Standard Plans, As-Built Plans, or other direction from the Public Works Agency. If required for a Task Order, the cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds were not required at the time of the submittal of RFP Proposal.** For Task Orders, the City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. If so, 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.

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 or C-10) 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.

FEE Schedule**Task Order Basis****Actual Quantities "To Be Determined"**

Rates include Supervision, Overhead & Profit.

California Professional Engineering, Inc. (Prime)**Labor**

Item	Description	Hourly Overtime		
		Hourly Rate	Rate	Hourly Doubletime Rate
1	Laborer Journeyman	\$ 110.00	\$ 150.00	\$ 195.00
2	Laborer Apprentice	\$ 75.00	\$ 105.00	\$ 140.00
3	Electrician Journeyman	\$ 130.00	\$ 175.00	\$ 225.00
4	Electrician Transportation Tech	\$ 115.00	\$ 160.00	\$ 200.00
5	Electrician Apprentice	\$ 95.00	\$ 140.00	\$ 180.00
6	Foreman	\$ 140.00	\$ 185.00	\$ 240.00
7	Superintendent	\$ 155.00	\$ 210.00	\$ 270.00

Condition(s): 4-Hour Minimum.

Equipment

Item	Description	Hourly Rate
1	pick up truck	\$ 44.00
2	utility/work/service truck	\$ 46.00
3	40-50' bucket/boom truck	\$ 93.00
4	crane truck	\$ 92.00
5	dump truck	\$ 60.00
6	saw truck	\$ 74.00
7	vacuum truck	\$ 45.00
8	hotmelt truck	\$ 150.00
9	air compressor	\$ 38.00
10	backhoe	\$ 42.00
11	mini-excavator	\$ 48.00
12	bobcat/skidsteer	\$ 42.00
13	trailer	\$ 18.00
14	arrow board	\$ 5.00
15	tamper/jumping jack/jack hammer	\$ 12.00

Condition(s): Any other equipment not listed shall be billed per the applicable Caltrans Rate & Surcharge with an additional 15% markup.

Furnishing of Material

Item	Description	UOM		Unit Price
1	2" PVC Conduit (Sch40/80)	lf	\$	8.00
2	3" PVC Conduit (Sch40/80)	lf	\$	12.00
3	4" PVC Conduit (Sch40/80)	lf	\$	17.00
4	2" GRC Conduit	lf	\$	12.00
5	3" GRC Conduit	lf	\$	20.00
6	4" GRC Conduit	lf	\$	33.00
7	#3.5 concrete pull box (non-traffic)	ea	\$	80.00
8	#5 concrete pull box (non-traffic)	ea	\$	120.00
9	#6 concrete pull box (non-traffic)	ea	\$	160.00
10	1#14 awg THW (copper)	lf	\$	0.25
11	1#12 awg THW (copper)	lf	\$	0.30
12	1#10 awg THW (copper)	lf	\$	0.40
13	1#8 awg THW (copper)	lf	\$	0.70
14	1#6 awg THW (copper)	lf	\$	1.00
15	1#4 awg THW (copper)	lf	\$	1.50
16	Type B DLC	lf	\$	0.35

Condition(s): Conduit minimum of 10' (due to length of sold pipe).
 Pull boxes with standard markings; excludes custom markings unless otherwise requested.
 Tax and markup included.
 Pricing valid for (3) months from date of RFP submission.
 Any other materials not listed shall be billed at cost with applicable taxes and an additional 20% markup.

Rentals				
Item	Description	uom		unit price
1	bore rig	daily	\$	4,500.00

Condition(s): Minimum daily rate.

FEE Schedule**LOOP WORK ONLY****Task Order Basis****Actual Quantities "To Be Determined"**

Rates include Supervision, Overhead & Profit.

California Professional Engineering, Inc.**Labor**

<i>Item</i>	<i>Description</i>	<i>Hourly Overtime</i>		<i>Hourly Doubletime</i>
		<i>Hourly Rate</i>	<i>Rate</i>	<i>Rate</i>
1	Laborer Journeyman	\$ 110.00	\$ 150.00	\$ 195.00
2	Laborer Apprentice	\$ 75.00	\$ 105.00	\$ 140.00
3	Electrician Journeyman	\$ 130.00	\$ 175.00	\$ 225.00
4	Electrician Transportation Tech	\$ 115.00	\$ 160.00	\$ 200.00
5	Electrician Apprentice	\$ 95.00	\$ 140.00	\$ 180.00
6	Foreman	\$ 140.00	\$ 185.00	\$ 240.00
7	Superintendent	\$ 155.00	\$ 210.00	\$ 270.00

Condition(s): 4-Hour Minimum.

Equipment

<i>Item</i>	<i>Description</i>	<i>Hourly Rate</i>
1	pick up truck	\$ 44.00
2	utility/work/service truck	\$ 46.00
3	saw truck	\$ 75.00
4	vacuum truck	\$ 50.00
5	hotmelt truck	\$ 150.00
6	air compressor	\$ 38.00
7	arrow board	\$ 5.00
8	tamper/jumping jack/jack hammer	\$ 12.00

Condition(s): Any other equipment not listed shall be billed per the applicable Caltrans Rate & Surcharge with an additional 15% markup.

FEE Schedule**Task Order Basis****Actual Quantities "To Be Determined"**

Rates include Supervision, Overhead & Profit.

Rates include CPE's markup.

Pavement Rehab Company (Subcontractor)**Labor**

<i>Item</i>	<i>Description</i>	<i>Hourly Rate (w/ CPE's markup)</i>	<i>Hourly Overtime Rate</i>	<i>Hourly Doubletime Rate</i>
1	Superintendent	\$259.60	\$389.40	\$519.20
2	Foreman	\$224.20	\$336.30	\$448.40
3	Grade Checker	\$171.10	\$256.65	\$342.20
4	Labor/Raker	\$159.30	\$238.95	\$318.60
5	Finisher/mason	\$159.30	\$238.95	\$318.60
6	BG Operator	\$171.10	\$256.65	\$342.20
7	Operator	\$171.10	\$256.65	\$342.20
8	Screedman	\$171.10	\$256.65	\$342.20
9	Rollerman	\$171.10	\$256.65	\$342.20

Condition(s): 4-Hour Minimum.

Equipment

<i>Item</i>	<i>Description</i>	<i>Sub Hourly Rate</i>	<i>markup (18%)</i>	<i>Total Hourly Rate</i>
1	Paving Machine (10')	\$300.00	118%	\$354.00
2	Paving Machine (7-8')	\$260.00	118%	\$306.80
3	Bobtail	\$240.00	118%	\$283.20
4	Bobtail w/Breaker	\$270.00	118%	\$318.60
5	Bobtail w/Sweeper	\$255.00	118%	\$300.90
6	Bobtail w/Grinder	\$635.00	118%	\$749.30
7	AC Grinder (4')	\$805.00	118%	\$949.90
8	AC Grinder (6'-8')	\$1,035.00	118%	\$1,221.30
9	Water Truck	\$210.00	118%	\$247.80
10	Roller (5-8 tn)	\$155.00	118%	\$182.90
11	Roller (3-5 tn)	\$135.00	118%	\$159.30
12	Skip Loader	\$265.00	118%	\$312.70
13	Skip Combo	\$295.00	118%	\$348.10
14	Blade 12G	\$265.00	118%	\$312.70
15	Blade 140G	\$275.00	118%	\$324.50
16	Backhoe	\$275.00	118%	\$324.50
17	Backhoe w/Breaker	\$345.00	118%	\$407.10
18	950 Loader	\$300.00	118%	\$354.00
19	966 Loader	\$355.00	118%	\$418.90
20	Street Sweeper	\$240.00	118%	\$283.20

21	Arrow Board	\$115.00	118%	\$135.70
22	Truck - Super 10	\$195.00	118%	\$230.10
23	Truck - 10 Wheel	\$190.00	118%	\$224.20
24	Truck - Semi	\$200.00	118%	\$236.00
25	Truck -High Side	\$225.00	118%	\$265.50
26	Tack Truck	\$235.00	118%	\$277.30
27	Tack Wagon	\$115.00	118%	\$135.70
28	Conc Form Truck (excludes material)	\$110.00	118%	\$129.80
29	Crew Truck	\$115.00	118%	\$135.70
30	Concrete Saw	\$260.00	118%	\$306.80
31	Core Machine	\$260.00	118%	\$306.80
32	Berm Machine	\$150.00	118%	\$177.00

- Sub Condition(s):
- 1) Rates include Supervision, Overhead & Profit.
 - 2) Price subject to change without notice.
 - 3) Labor rates are billed with 4 or 8 hour clauses.
 - 4) Equipment & Labor moved for specifically for extra work to be billed with 8 hour minimum.
 - 5) Mobilization: 2 Hrs/Equipment - Minimum One Way.
 - 6) \$6,500.00 Mobilization Fee for Callout during business hours.
 - 7) \$15,000.00 Mobilization Fee for Callout after business hours.

Scope of Services and Schedules

Project is on a Task-Order basis
Activities "To Be Determined"

<i>activity</i>	<i>duration</i>	<i>special notes:</i>
conduit installation	Typical pothole (1 day) depending on requested lineal footage of installation (bore conduit 500'-700' per day).	subject to USA completion of markings by utility companies
pole foundation	1 day to auger & pour, 7 day's concrete procurement time approximately 2-3 shifts to install all traffic gear for one intersection.	subject to approved foundation layouts and clear of obstructions or conflicts
traffic signal gear installation		
controller cabinet installation	1 day to pour footing; 1 day to install cabinet	
service pedestal installation	1 day to pour footing; 1 day to install cabinet	subject to SCE inspection and availability
traffic signal wiring	approximately 3-4 shifts to wire a full intersection & land all cables in controller cabinet.	
pcc sidewalk (sub work)	approximately 2 weeks turnaround to schedule depending how many locations, we can complete an average of 20ea loop installations per shift.	subject to new layouts/limit line approvals
loop detector installation		subject to approved loop layouts
procure traffic signal poles	lead times currently 18-20 weeks	subject to approved submittals
procure traffic signal controller cabinet	lead times currently 20-24 weeks	subject to approved submittals
procure traffic signal gear	lead times currently 8-10 weeks	subject to approved submittals
procure traffic signal safety lighting	lead times currently 4-8 weeks	subject to approved submittals
procure traffic signal service pedestal	lead times currently 12-14 weeks	subject to approved submittals
procure traffic signal street name sign	lead times currently 6-8 weeks	subject to approved layouts
procure street lighting poles	lead times currently 12-14 weeks	subject to approved submittals
procure street lighting luminaires	lead times currently 4-8 weeks	subject to approved submittals
procure street lighting service pedestal	lead times currently 12-14 weeks	subject to approved submittals