

**CITY OF SANTA ANA
CONSTRUCTION CONTRACT**

PROJECT 18-6491
WELL NO.29 IMPROVEMENTS

This CONSTRUCTION CONTRACT is made and entered into this 20th day of September, 2022 by and between the City of Santa Ana, California, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "CITY"), and Environmental Construction, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

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

1. CONTRACTOR agrees to perform all the work and furnish all the materials at its own cost and expense necessary to construct and complete in a good and workmanlike manner and to the satisfaction of the City Engineer of the CITY, the Well No.29 Improvements (hereinafter referred to as the "WORK OF IMPROVEMENT") identified in and in accordance with the Contract Documents prepared by the City's Public Works Agency and approved by the City Council.
2. The complete Construction Contract consists of the "Contract Documents" as defined by the Standard Specifications for Public Works Construction and which include the following:
 - Notice Inviting Bids
 - Information to Bidders
 - Bid Proposal
 - Bid Bond
 - Contract Form
 - Contract Bonds
 - General Provisions
 - Special Provisions
 - Technical Provisions and Project Plans
 - Community Workforce Agreement
 - Appendices

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed Six Million Seven Hundred Sixty Five Thousand Two Hundred Ninety Dollars and No Cents (\$6,765,290.00), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit "A."

The BID PROPOSAL contains a schedule of unit price(s) or lump sum(s) based on approximate quantities only, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable.

4. CONTRACTOR agrees to complete the WORK OF IMPROVEMENT within the time specified in the Time for Completion of Improvements section of the BID PROPOSAL (Exhibit "A") including commencing construction within the timeframe therein specified after issuance of a Notice to Proceed.
5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the WORK OF IMPROVEMENT a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work in accordance with applicable State and Federal law.
6. If applicable, the CONTRACTOR shall adhere to the CITY'S Community Workforce Agreement (CWA), a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for CONTRACTOR to follow in the crafts persons employed to complete the WORK OF IMPROVEMENT as more fully described in the CWA. The CWA may be found on the City's website at: <http://www.santa-ana.org/pwa/documents/CWA.pdf>
7. CONTRACTOR shall, after award of this Contract, furnish two bonds to be approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
8. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said Warranty Bond shall also be required as a condition of project acceptance. For projects up to Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of Ten Thousand Dollars (\$10,000) or Twenty Percent (20%) of the final contract price. For projects above Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of One Hundred Thousand Dollars (\$100,000) or Ten Percent (10%) of the final contract price.
9. CONTRACTOR shall, after award of this Contract, furnish Certificates of Liability Insurance and Worker's Compensation Insurance as outlined in the General Provisions, to be approved by the CITY.
10. INDEMNIFICATION.
To the fullest extent allowed by law, CONTRACTOR and its Subcontractors hereby agree to defend, indemnify, and hold harmless CITY, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to CITY, from and against any liability, claims, actions, costs, damages or losses, including reasonable costs and attorney's fees, for injury, including death to any person or damage to any property, arising directly or indirectly from, or in any manner relating to, any of the following:
 - (i) Performance or nonperformance of the Work of Improvement by CONTRACTOR or its Subcontractors of any lower tier;
 - (ii) Performance or nonperformance by CONTRACTOR or its Subcontractors of any lower tier, of any of the obligations under the Contract Documents;

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

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

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

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:
Environmental Construction, Inc.

By: John M. Funk
JOHN FUNK
Assistant City Attorney

NAME: Farid Soroudi
TITLE: president, secretary

RECOMMENDED FOR APPROVAL:

NABIL SABA, PE
Executive Director
Public Works Agency

CITY OF SANTA ANA
PROPOSAL
 PROJECT NO.: 18-6491
 WELL NO. 29 IMPROVEMENTS

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: Environmental Construction, Inc.**REQUIREMENT:**

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

WELL REHABILITATION SCHEDULE A					
Item	Description	Qty	Unit	Unit Price	Amount
1	Mobilization/Demobilization of pump rig, equipment and accessories. Prepare contract documents and other preliminary work and prepare site as specified	1	LS	\$ 90,200	\$ 90,200
2	Remove existing pump column, and bowls from well. Transport pump and appurtenances to the CONTRACTOR'S facility for inspection	1	LS	\$ 38,500	\$ 38,500
3	Perform wire brushing and bail sediment fill from the bottom of the well.	24	HRS	\$ 550	\$ 13,200
4	Clear water column and provide as many as four (4) downwell interim, clear-viewing, color video surveys of well casing as specified	4	LS	\$ 600	\$ 2,400
5	Perform Casing Inspection Thickness Measurement (CITM) survey of the entire well casing.	1	LS	\$ 12,650	\$ 12,650
6	Conduct well redevelopment using "air-jetting" methods, via the AirBurst® or BoreBlast® methods.	1	LS	\$ 68,200	\$ 68,200
7	Perform chemical treatment of well water using HercChemTech chemical treatment plan, as specified.	1	LS	\$ 121,000	\$ 121,000

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WELL REHABILITATION SCHEDULE A					
Item	Description	Qty	Unit	Unit Price	Amount
8	Perform mechanical redevelopment (airlifting and swabbing) of the well.	90	HRS	\$ 782	\$ 70,380
9	Conduct treatment and proper discharge of mechanical and/or pumping redevelopment fluids (as applicable) via use of Baker tanks and the neutralization, blending, and disposal of solids/sludges per specifications, including treatment, sampling, analysis and reporting for NPDES discharge compliance.	1	LS	\$ 71,500	\$ 71,500
10	Mobilize, install and demobilize a diesel or gasoline engine, temporary test pump, and all necessary equipment and accessories	1	LS	\$ 81,400	\$ 81,400
11	Perform pumping development of the well including monitoring of water levels, flow rates and measurement of sand content.	60	HRS	\$ 459	\$ 27,540
12A & 12B	Perform a 12-hour (maximum) step drawdown test and a minimum 24-hour (maximum 48-hour) constant rate pumping test, including monitoring of water levels, pumping rates, and sand content.	60	HRS	\$ 459	\$ 27,540
13	Perform flow meter (spinner) survey under dynamic (pumping) conditions	1	LS	\$ 5,225	\$ 5,225
14	Conduct well disinfection and clean up site.	1	LS	\$ 9,680	\$ 9,680
SCHEDULE A SUBTOTAL				\$ 5,883,825.00	639,415 (FS)

WELL EQUIPPING AND SITE IMPROVEMENTS SCHEDULE B					
Item	Description	Qty	Unit	Unit Price	Amount
1	Mobilization, Bonds and Insurance	1	LS	\$ 298,008	\$ 298,008
2	Additional Demobilization/Remobilization for Owner's Convenience	1	LS	\$ 20,000	\$ 20,000

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WELL EQUIPPING AND SITE IMPROVEMENTS					
SCHEDULE B					
Item	Description	Qty	Unit	Unit Price	Amount
3	Verification of Utility Locations, Field Dimensions, and Existing Electrical Work	1	LS	\$ 25,000	\$ 25,000
4	BMP Implementation and Erosion Control/Compliance with SWPPP Requirement	1	LS	\$ 36,000	\$ 36,000
5	Startup and Testing	1	LS	\$ 12,000	\$ 12,000
6	Record Drawings, O&M Manuals and Warranties	1	LS	\$ 2,000	\$ 2,000
7	Spare Parts	1	LS	\$ 25,000	\$ 25,000
8	Structural, Mechanical, and Electrical Demolition	1	LS	\$ 18,400	\$ 18,400
9	Cut and Plug Existing System Water Mains	1	LS	\$ 3,000	\$ 3,000
10	Remove and Dispose of Existing Piping	798	LF	\$ 38	\$ 30,324
11	Pickleball Court Resurfacing	1	LS	\$ 240,100	\$ 240,100
12	Reinforced Concrete Paving, Asphalt Paving, Porous Flexible Grassroad Paving, Concrete Work, and Flatwork	1,450	SF	\$ 74	\$ 107,300
13	Cast-in-Place Concrete Vault	1	LS	\$ 120,662	\$ 120,662
14	Reinforced Concrete Masonry Unit Fence Wal	75	LF	\$ 1,369	\$ 102,675
15	Reinforced Concrete Masonry Unit Building	1	LS	\$ 1,185,335	\$ 1,185,335
16	Electrical, Site Security, and Lighting Systems	1	LS	\$ 1,080,666	\$ 1,080,666
17	Clearing and Grubbing, Site Demolition and Soil Preparation	1	LS	\$ 56,060	\$ 56,060
18	Tree Removal	1	LS	\$ 3,000	\$ 3,000
19	Grading and Structural Excavation	1	LS	\$ 55,292	\$ 55,292
20	Motorized Rolling Gate	2	EA	\$ 66,000	\$ 132,000
21	Chain Link Fence	90	LF	\$ 1,100	\$ 99,000

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WELL EQUIPPING AND SITE IMPROVEMENTS					
SCHEDULE B					
Item	Description	Qty	Unit	Unit Price	Amount
22	Double-Leaf Motorized Swing Vehicle Gate	1	EA	\$ 71,500	\$ 71,500
23	Irrigation System and Landscaping	1	LS	\$ 46,878	\$ 46,878
24	90-Day Maintenance Contract for Landscape Plants	1	LS	\$ 2,000	\$ 2,000
25	Connect to Existing Piping	1	LS	\$ 110,255	\$ 110,255
26	Yard Piping and Fittings	1	LS	\$ 200,436	\$ 200,436
27	Cement-Mortar Lined and Coated Steel Pipe	612	LF	\$ 862	\$ 527,544
28	Butterfly Valves	3	EA	\$ 8,800	\$ 26,400
29	Check Valves	1	EA	\$ 22,000	\$ 22,000
30	Magnetic Flow Meters	1	EA	\$ 2,500	\$ 2,500
31	Diaphragm Valves	2	EA	\$ 102,000	\$ 204,000
32	Vertical Turbine Water Pumps and Motors	1	EA	\$ 569,010	\$ 569,010
33	Excavation Safety Measures	1	LS	\$ 20,680	\$ 20,680
34	OCTA Bus Station	1	LS	\$ 102,800	\$ 102,800
35	Electronic Marquees	1	LS	\$ 300,000	\$ 300,000
36	As-Built Plans	1	LS	\$ 1,000	\$ 1,000
37	Construction Permit	1	LS	\$15,000	\$ 15,000
A1	Allowance for Reimbursement for SCE Power Service and Transformer	1	LS	\$ 10,000	\$ 10,000
SCHEDULE B SUBTOTAL				\$ 5,883,825.00	
BASE BID (SCHEDULE A + SCHEDULE B)				\$ 6,523,240	

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WELL EQUIPPING AND SITE IMPROVEMENTS					
ADD-ALTERNATE SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Amount
B1	Tennis/Pickleball Court Lighting	1	LS	\$242,050	\$242,050
ADD-ALTERNATE SCHEDULE SUBTOTAL				\$ 242,050	
TOTAL BASE BID (SCHEDULE A + SCHEDULE B + ADD-ALTERNATE SCHEDULE)				\$ 6,765,290.00	

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

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

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

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within 260 working days after the commencement date stated in the Notice to Proceed.

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be \$2,000 per calendar day.

Name of Firm Environmental Construction, Inc.

Signature of BIDDER [Signature]

Farid Soroudi,
 Title President, Secretary, Treasurer, Manager

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