

**AGREEMENT WITH BRUCE ANDERSON ENTERPRISES, INC., DBA A'S CONSTRUCTION  
TO PROVIDE ON-CALL EMERGENCY ASPHALT AND PCC SERVICES FOR THE CITY  
OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 2nd day of May, 2023 by and between Bruce Anderson Enterprises, Inc., a California corporation dba A's Construction ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. On January 18, 2023, the City issued Request for Proposal ("RFP") No. 22-096, by which it sought qualified contractors to provide on-call emergency asphalt and PCC services 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 22-096.
- 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. 22-096, which is attached as **Exhibit A**, and incorporated in full.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit B**. Contractor is one of six (6) contractors selected to provide emergency asphalt and PCC services on an on-call basis under RFP 22-096. The total compensation for these services provided by all such contractors selected under RFP 22-096 shall not exceed the shared aggregate amount of Three Million, Dollars and Zero Cents (**\$3,000,000**) 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 May 1, 2026, 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (4) **Professional Liability (Errors and Omissions):** 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 **\$1,000,000** per claim and a **\$2,000,000** aggregate.
- (5) **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) **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.
- (7) **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.
- (8) **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(9) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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

## **8. INDEMNIFICATION**

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

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this

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

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

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

## **13. NON-DISCRIMINATION**

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

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized

representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **15. ASSIGNMENT**

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

## **16. TERMINATION**

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

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

## **17. WAIVER**

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

## **18. JURISDICTION - VENUE**

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

## **19. PROFESSIONAL LICENSES**

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

## **20. NOTICE**

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

To City:

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:

Andres Aguilar, CEO  
Bruce Anderson Enterprises, Inc., dba A's Construction  
1661 W. McFadden Ave  
Santa Ana, CA 92704  
714-656-7421  
[Andrew@asconst.com](mailto:Andrew@asconst.com)

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication



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

## **21. MISCELLANEOUS PROVISIONS**

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

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

**ATTEST:**

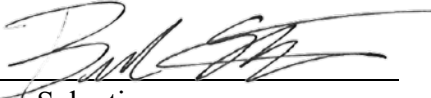
**CITY OF SANTA ANA**

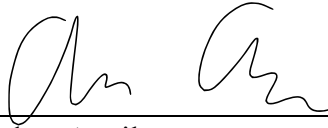
\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Kristine Ridge  
City Manager

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

**BRUCE ANDERSON ENTERPRISES, INC.,  
DBA A'S Construction**

By:   
Brandon Salvatierra  
Deputy City Attorney

  
\_\_\_\_\_  
Andres Aguilar  
CEO

**RECOMMENDED FOR APPROVAL:**

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

## **EXHIBIT A**

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

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

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

**SCOPE OF WORK**

**Introduction and Background:**

The City of Santa Ana (City) desires to enter into an agreement with a qualified construction company for the repair of roadway asphalt concrete and concrete, and/or other infrastructure within the public right of that may experience failures within the term of the agreement on an on-call and emergency work for general improvements, on an as needed, Task Order basis.

**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, and pavement markings, striping, signs, sign posts and miscellaneous other street furniture, and repairing various items within the public right-of-way, traffic control, mobilization, compliance with this agreement and all other work necessary to complete on-call emergency Task Orders specified per incident.

The work completed shall be in compliance with the City's Standard Plans, Caltrans Standard Plans and the "Greenbook" and Caltrans' Standard Specifications and as specified in this agreement. Work shall also be in compliance with the City's Standard Plan No. 1160, "Street Work and Utility Permit General Provisions."

**QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER):**

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

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

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

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

**Sample Task Order B - Concrete Paving**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
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 (Type A-2-8)	100	LF		
5	Furnish and Install #6 Pullbox	4	EA		
6	Adjust Manhole to Finished Grade	5	EA		
7	Catch Basin (Type "B," W=10' )	1	EA		
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF		
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF		
10	Guard Rail Replacement Termination (Caltrans)	1	EA		
11	Remove and Replace Chain Link R/W Fence	50	LF		
12	Concrete Barrier Type 836 (Caltrans)	50	LF		
13	Traffic Control Work	1	LS		

**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, C-8 or C34) Contractor's license and a City of Santa Ana

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

**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

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

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

- *The unit prices paid for the items listed in the Contractor's Proposal as defined herein include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown in the Task Order, Standard Plans, Sketch, Other Plans, as directed by the Engineer.*
- *All incidental work which is not otherwise specified, and which is necessary to complete the improvements shall be furnished and installed as though such work was specified, and no additional compensation would be allowed therefore. If not stated otherwise, work shall be in conformance to APWA's 2012 Greenbook specifications.*
- *Each Sample Task Order's work items include, but are not limited to, the following listed below for the Fee Schedule Submittal. Actual Task Order work, if granted, will generally be **on a Time and Materials basis in accordance with labor rates for the type of work and material required per Task Order granted and according to the schedule of rates provided as part of this proposal.** The Sample Task Order information provided will primarily be used to compare various proposals.*

**Sample Task Order A Items of Work**

**Item No. 1 - Unclassified Excavation**

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

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

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

**Item No. 2 - Asphalt Concrete (AC) Pavement**

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

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

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

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

Payment for **Furnish and Install New #6 Pull Box** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor,

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

**Item No. 4 - Adjust Manhole to Finished Grade**

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

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

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

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

**Item No. 6 - Signing & Striping**

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

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

**Item No. 7 – Traffic Control**

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

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

**Sample Task Order B Items of Work**

**Item No. 1 - Unclassified Excavation**

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



**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

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

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

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

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

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

**Item No. 3 - PCC Curb Ramp**

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

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

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

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

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

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

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

Payment for **Furnish and Install New #6 Pull Box** shall be at the contract unit price paid per Each as listed in

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

**Item No. 6 - Adjust Manhole to Finished Grade**

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

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

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

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

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

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

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

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

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

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

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

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

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

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

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

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

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

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

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

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

**Item No. 13 – Traffic Control**

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

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

## **EXHIBIT B**

**CITY OF SANTA ANA**  
**RFP NO.: 22-096**  
**ON CALL EMERGENCY ASPHALT & PCC**

**SCOPE OF WORK**

**Introduction and Background:**

The City of Santa Ana (City) desires to enter into an agreement with a qualified construction company for the repair of roadway asphalt concrete and concrete, and/or other infrastructure within the public right of that may experience failures within the term of the agreement on an on-call and emergency work for general improvements, on an as needed, Task Order basis.

**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, and pavement markings, striping, signs, sign posts and miscellaneous other street furniture, and repairing various items within the public right-of-way, traffic control, mobilization, compliance with this agreement and all other work necessary to complete on-call emergency Task Orders specified per incident.

The work completed shall be in compliance with the City's Standard Plans, Caltrans Standard Plans and the "Greenbook" and Caltrans' Standard Specifications and as specified in this agreement. Work shall also be in compliance with the City's Standard Plan No. 1160, "Street Work and Utility Permit General Provisions."

**QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER):**

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

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

<b>Sample Task Order A - Asphalt Concrete</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Unclassified Excavation	550	CY	250	137,500
2	AC Pavement	130	TN	1100	143,000
3	Furnish and Install #6 Pullbox	4	EA	650	2600
4	Adjust Manhole to Finished Grade	5	EA	2500	12500
5	PCC Curb and Gutter (Type A-2-8)	100	LF	75	7500
6	Signing and Striping	1	LS	10000	10000
7	Traffic Control Work	1	LS	5000	5000

CITY OF SANTA ANA  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

**Sample Task Order B - Concrete Paving**

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	250	137500
2	PCC Sidewalk (T=4")	2,500	SF	12	30000
3	PCC Curb Ramp	3,000	SF	48	144000
4	PCC Curb and Gutter (Type A-2-8)	100	LF	75	7500
5	Furnish and Install #6 Pullbox	4	EA	650	2600
6	Adjust Manhole to Finished Grade	5	EA	2500	12500
7	Catch Basin (Type "B," W=10' )	1	EA	3500	3500
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF	250	18750
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF	250	12500
10	Guard Rail Replacement Termination (Caltrans)	1	EA	10000	10000
11	Remove and Replace Chain Link R/W Fence	50	LF	200	10000
12	Concrete Barrier Type 836 (Caltrans)	50	LF	250	12500
13	Traffic Control Work	1	LS	5000	5000

**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, C-8 or C34) Contractor's license and a City of Santa Ana

**CITY OF SANTA ANA**  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

**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: A/S Construction

Business Address: 11662 W. McFadden Ave. Santa Ana

Business E-Mail Address: Andrew @ASConst.Com

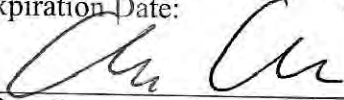
Telephone: 714-656-7421

State Contractor's License No. and Class: 1076517

License Expiration Date: 6/30/23

State Dept. of Industrial Relations (DIR)  
Registration No.: 10000 774494

State Dept. of Industrial Relations (DIR)  
Registration Expiration Date: 6/30/23

Signed: 

Title: CEO

CITY OF SANTA ANA  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

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 A's Construction

Signature of  
CONTRACTOR AK AK

Title CEO  
(if an individual, so state)



CITY OF SANTA ANA  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

OWNERSHIP AFFIDAVIT

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

Andres Aguilar

, 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:

Bruce Anderson Enterprises Inc  
DBA A's Construction

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]  
Signature of CONTRACTOR

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature of officer Administering Oath (Notary Public)

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 RIVERSIDE

Subscribed and sworn to (or affirmed) before me

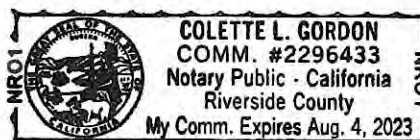
on this 06 day of FEBRUARY, 20 23

by ANDRES D. AGUILAR

proved to me on the basis of satisfactory evidence

to be the person(s) who appeared before me.

Signature: [Signature]



**CITY OF SANTA ANA**  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

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 N/A  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
Location \_\_\_\_\_  
Phone \_\_\_\_\_  
Type Of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_

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

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

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 \$ \_\_\_\_\_

  
\_\_\_\_\_  
Signature of CONTRACTOR

**CITY OF SANTA ANA**  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

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 Jurupa  
Name and Address of Owner.  
Kahono Oei Sr. Civil Engineer (951) 332-6464 ext 145  
Name and Telephone Number of person familiar with project.  
\$ 259,000 PCC curb ramp and cross gutter 1/13/23  
Contract Amount Type of Work Date Completed
2. CalTrans 07-307024  
Name and Address of owner.  
Calpromax Engineering Inc (714) 573-4599  
Name and Telephone Number of person familiar with project.  
\$ 430,000 PCC curb ramp & cross gutter In progress  
Contract Amount Type of Work Date Completed
3. Cal Trans 07-359704  
Name and Address of owner.  
Calpromax Engineering Inc (714) 573-4599  
Name and Telephone Number of person familiar with project.  
\$ 130,000 PCC curb ramp & cross gutter In progress  
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 from for Task Orders.

---

---

---

---

**CITY OF SANTA ANA**  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

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. N/A  
Name and Address of Owner. \_\_\_\_\_  
Name and Telephone Number of person familiar with project. \_\_\_\_\_  
Contract Amount \_\_\_\_\_ Type of Work \_\_\_\_\_ Date Completed \_\_\_\_\_
2. N/A  
Name and Address of owner. \_\_\_\_\_  
Name and Telephone Number of person familiar with project. \_\_\_\_\_  
Contract Amount \_\_\_\_\_ Type of Work \_\_\_\_\_ Date Completed \_\_\_\_\_
3. N/A  
Name and Address of owner. \_\_\_\_\_  
Name and Telephone Number of person familiar with project. \_\_\_\_\_  
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 from for Task Orders.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF SANTA ANA**  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

**NON-COLLUSION AFFIDAVIT**

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

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

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

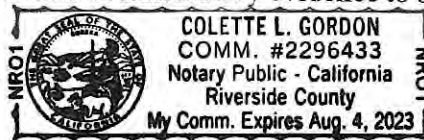
State of California

County of \_\_\_\_\_

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.

Subscribed and sworn to (or affirmed) before me on this 06 day of FEB, 2023, by ANDRES D. AGUILAR proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Colette L. Gordon  
Notary Public Signature



Notary Public Seal



CITY OF SANTA ANA  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

NON-LOBBYING CERTIFICATION

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

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

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

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SANTA ANA**  
RFP NO.: 22-096  
ON CALL EMERGENCY ASPHALT & PCC

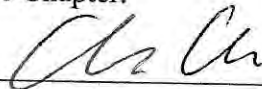
**NON-DISCRIMINATION CERTIFICATION**

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.

**CITY OF SANTA ANA**  
RFP NO.: 22-096  
**ON CALL EMERGENCY ASPHALT & PCC**

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 subconsultant 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: CEO

Firm: A's Construction

Date: 02/05/2023