

## AGREEMENT WITH HARDY & HARPER, INC., 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 Hardy & Harper, Inc., a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

### **RECITALS**

- A. On January 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:

Michael Murray, Vice President  
Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA 92630

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

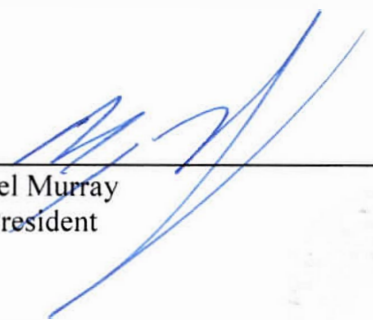
\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**HARDY & HARPER, INC.**

By:   
Brandon Salvatierra  
Deputy City Attorney

  
\_\_\_\_\_  
Michael Murray  
Vice President

**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		

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**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**  
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**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

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• **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.



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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**  
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**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**  
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**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**


**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**ON CALL EMERGENCY ASPHALT & PCC**  
**RFP NO.: 22-096**



**CITY OF SANTA ANA**  
**PUBLIC WORKS AGENCY**  
20 Civic Center Plaza  
Santa Ana, CA 92701

**Michael Ortiz**  
**Project Manager**  
**Mortiz@santa-ana.org**

Approved for Release:

  
Nabil Saba, PE  
Executive Director Public Works  
Public Works Agency

**KEY RFP DATES (Subject to change at discretion of City):**

Issue Date:	Wednesday, January 18 ,2023
Deadline for Requests for Information:	Wednesday, January 25 ,2023 2:00 PM
Proposal Due Date:	Monday, February 6 ,2023 2:00PM
Projected Award Date (anticipated):	Tuesday, March 21 ,2023

**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: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Business E-Mail Address: mmurray@hardyandharper.com

Telephone: (714) 444-1851

State Contractor's License No. and Class: 215952 A, C-8 & C12

License Expiration Date: 12/31/2023

State Dept. of Industrial Relations (DIR)  
Registration No.: 1000000076

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

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

Title: Michael Murray, Vice President

**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 Hardy & Harper, Inc.

Signature of  
CONTRACTOR

Title Michael Murray, Vice President  
(if an individual, so state)

**CITY OF SANTA ANA**  
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**ON CALL EMERGENCY ASPHALT & PCC**

**OWNERSHIP AFFIDAVIT**

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

Michael Murray, 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:  
Hardy & Harper, 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  
Michael Murray, Vice President

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

SEE ATTACHED

~~Signature of officer Administering Oath (Notary Public)~~



GOVERNMENT CODE § 8202

☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

X

Signature of Document Signer No. 2 (if any)

County of                      Orange

(1) Michael Murray

(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
to be the person(x) who appeared before me.

Signature Morgan L. Jones  
Signature of Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_



**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 NO SUBS  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
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 \$ \_\_\_\_\_

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  
Michael Murray, Vice President

**CITY OF SANTA ANA**  
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**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 Rancho Palos Verdes - 30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275  
Name and Address of Owner.  
Ron Drago - (310) 544-5252  
Name and Telephone Number of person familiar with project.  

<u>\$660,000.00</u>	<u>Annual Street Maintenance</u>	<u>June 2021</u>
Contract Amount	Type of Work	Date Completed
  
2. City of Corona - 735 Public Safety Way, Corona, CA 92880  
Name and Address of owner.  
Eugene Silvas - (951) 279-3629  
Name and Telephone Number of person familiar with project.  

<u>\$610,000.00</u>	<u>Annual Maintenance</u>	<u>June 2021</u>
Contract Amount	Type of Work	Date Completed
  
3. Moulton Niguel Water District - 26880 Aliso Viejo Pkwy, Aliso Viejo, CA 92656  
Name and Address of owner.  
Jim Sampson - (949) 831-2500  
Name and Telephone Number of person familiar with project.  

<u>\$4,800,000.00</u>	<u>On-Call Asphalt &amp; Concrete Repairs</u>	<u>April 2022</u>
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.

<u>Fidelity and Deposit Company of Maryland</u>	<u>(213) 270-0600</u>
<u>777 S. Figueroa Street, Los Angeles, CA 90017</u>	
<u>Commercial Surety Bond Agency</u>	<u>(714) 516-1232</u>
<u>1411 N. Batavia Street, #201, Orange, CA 92867</u>	
<u>The Wooditch Company Insurance Services, Inc.</u>	<u>(949) 697-8195</u>
<u>1 Park Plaza, Suite 400, Irvine, CA 92614</u>	

**CITY OF SANTA ANA**  
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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. \_\_\_\_\_  
Name and Address of owner.  
  
\_\_\_\_\_  
Name and Telephone Number of person familiar with project.  
  
\_\_\_\_\_  
Contract Amount                      Type of Work                      Date Completed
3. \_\_\_\_\_  
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 \_\_\_\_\_

Michael Murray, Vice President

State of California

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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

SEE ATTACHED

\_\_\_\_\_  
Notary Public Signature

Notary Public Seal

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

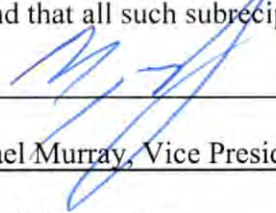
**NON-LOBBYING CERTIFICATION**

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: Michael Murray, Vice President  
Firm: Hardy & Harper, Inc.  
Date: January 31, 2023



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)  
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

✕  
 ✕  
 ✕  
 ✕  
 ✕  
 ✕

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me

on this 31 day of January, 2023,  
by Date Month Year

(1) Michael Murray

(and (2) \_\_\_\_\_ ),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
to be the person(x) who appeared before me.

Signature Morgan C. C. C.  
Signature of Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_





**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: Michael Murray, Vice President  
Firm: Hardy & Harper, Inc.  
Date: January 31, 2023



# Hardy & Harper, Inc.

## *asphalt paving contractor*

32 RANCHO CIRCLE  
LAKE FOREST, CA 92630  
(714) 444-1851 FAX (714) 444-2801  
STATE LIC. NO. 215952  
DIR NO. 1000000076

<b>To:</b>	CITY OF SANTA ANA	<b>Contact:</b>	Salvador Jordan Muñoz
<b>Address:</b>	220 S. DAISY AVE. BLDG A SANTA ANA, CA 92703	<b>Phone:</b>	(714) 647-5468
<b>Project Name:</b>	Santa Ana - Emergency On Call Contract 2-6-23	<b>Fax:</b>	
<b>Project Location:</b>		<b>Bid Number:</b>	
		<b>Bid Date:</b>	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>1</b>					
1	Sample Task A UNCLASSIFIED EXCAVATION	550.00	CY	\$262.00	\$144,100.00
2	AC PAVEMENT	130.00	TON	\$375.00	\$48,750.00
3	FURNISH & INSTALL #6 PULLBOX	4.00	EACH	\$1,500.00	\$6,000.00
4	ADJUST MANHOLE TO FINISHED GRADE	5.00	EACH	\$2,750.00	\$13,750.00
5	PCC CURB & GUTTER (TYPE A-2-8)	100.00	LF	\$190.00	\$19,000.00
6	SIGNING & STRIPING	1.00	LS	\$26,250.00	\$26,250.00
7	TRAFFIC CONTROL WORK	1.00	LS	\$43,750.00	\$43,750.00
<b>Total Price for above 1 Items:</b>					<b>\$301,600.00</b>

<b>2</b>					
1	Sample Task B UNCLASSIFIED EXCAVATION	550.00	CY	\$262.00	\$144,100.00
2	PCC SIDEWALK	2,500.00	SF	\$27.00	\$67,500.00
3	PCC CURB RAMP	3,000.00	SF	\$34.00	\$102,000.00
4	PCC CURB & GUTTER (TYPE A-2-8)	100.00	LF	\$188.00	\$18,800.00
5	FURNISH & INSTALL #6 PULLBOX	4.00	EACH	\$1,500.00	\$6,000.00
6	ADJUST MANHOLE TO FINISHED GRADE	5.00	EACH	\$2,750.00	\$13,750.00
7	CATCH BASIN	1.00	EACH	\$41,250.00	\$41,250.00
8	REMOVE & REPLACE 30" REINFORCED CONCRETE PIPE	75.00	LF	\$1,250.00	\$93,750.00
9	GUARD RAIL REPLACEMENT	50.00	LF	\$240.00	\$12,000.00
10	GUARD RAIL REPLACEMENT TERMINATION	1.00	EACH	\$9,750.00	\$9,750.00
11	REMOVE & REPLACE CHAIN LINK R/W FENCE	50.00	LF	\$165.00	\$8,250.00
12	CONCRETE BARRIER TYPE 836	50.00	LF	\$1,250.00	\$62,500.00
13	TRAFFIC CONTROL WORK	1.00	LS	\$65,000.00	\$65,000.00
<b>Total Price for above 2 Items:</b>					<b>\$644,650.00</b>

**Total Bid Price: \$946,250.00**

### Notes:

- IN NO EVENT SHALL HARDY & HARPER, INC. BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER ARISING OUT OF OR CAUSED BY, DIRECTLY OR INDIRECTLY, FORCES BEYOND ITS CONTROL, INCLUDING, WITHOUT LIMITATION, STRIKES, WORK STOPPAGES, ACCIDENTS, ACTS OF WAR OR TERRORISM, CIVIL OR MILITARY DISTURBANCES, NUCLEAR OR NATURAL CATASTROPHES, PANDEMICS OR ACTS OF GOD, AND INTERRUPTIONS, LOSS OR MALFUNCTIONS OF UTILITIES, COMMUNICATIONS OR COMPUTER (SOFTWARE AND HARDWARE) SERVICES, UNFORESEEN COST ESCALATION. HARDY & HARPER, INC. SHALL USE REASONABLE EFFORTS CONSISTENT WITH ACCEPTED PRACTICES IN THE INDUSTRY TO RESUME PERFORMANCE AS SOON AS PRACTICABLE.
- **INCLUSIONS:**
- LABOR, EQUIPMENT & MATERIAL
- PRICE INCLUDES ONE (1) MOVE-IN - \$10,500.00 FOR EACH ADDITIONAL MOVE-IN
- PRICE BASED ON MINIMUM 8 HR SHIFTS
- PROPOSAL PRICES GOOD FOR 30 DAYS WITH SIGNED QUOTE OR LOI - PRICE GOOD THROUGH 3/30/2023 - PRICES SUBJECT TO INCREASE AFTER EXPIRATION DATE
- CUT, LOAD, HAUL, SWEEP & TACK



**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 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, 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	262.00	144,100.00
2	AC Pavement	130	TN	375.00	48,750.00
3	Furnish and Install #6 Pullbox	4	EA	1,500.00	6,000.00
4	Adjust Manhole to Finished Grade	5	EA	2,750.00	13,750.00
5	PCC Curb and Gutter (Type A-2-8)	100	LF	190.00	19,000.00
6	Signing and Striping	1	LS	26,250.00	26,250.00
7	Traffic Control Work	1	LS	43,750.00	43,750.00



**CITY OF SANTA ANA**  
RFP NO.: 22-096  
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<b>Sample Task Order B - Concrete Paving</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	262. <sup>00</sup>	144,100. <sup>00</sup>
2	PCC Sidewalk (T=4")	2,500	SF	27. <sup>00</sup>	67,500. <sup>00</sup>
3	PCC Curb Ramp	3,000	SF	34. <sup>00</sup>	102,000. <sup>00</sup>
4	PCC Curb and Gutter (Type A-2-8)	100	LF	188. <sup>00</sup>	18,800. <sup>00</sup>
5	Furnish and Install #6 Pullbox	4	EA	1,500. <sup>00</sup>	6,000. <sup>00</sup>
6	Adjust Manhole to Finished Grade	5	EA	2,750. <sup>00</sup>	13,750. <sup>00</sup>
7	Catch Basin (Type "B," W=10' )	1	EA	41,250. <sup>00</sup>	41,250. <sup>00</sup>
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF	1,250. <sup>00</sup>	93,750. <sup>00</sup>
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF	240. <sup>00</sup>	12,000. <sup>00</sup>
10	Guard Rail Replacement Termination (Caltrans)	1	EA	9,750. <sup>00</sup>	9,750. <sup>00</sup>
11	Remove and Replace Chain Link R/W Fence	50	LF	165. <sup>00</sup>	8,250. <sup>00</sup>
12	Concrete Barrier Type 836 (Caltrans)	50	LF	1,250. <sup>00</sup>	62,500. <sup>00</sup>
13	Traffic Control Work	1	LS	65,000. <sup>00</sup>	65,000. <sup>00</sup>

### **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



**Hardy & Harper, Inc.**  
asphalt paving contractor

State License No. 215952

Physical/Mailing Address: 32 Rancho Circle | Lake Forest, CA 92630

Telephone (714) 444-1851 | Fax (714) 444-2801

UNION SIGNATORY COMPANY

RATES EFFECTIVE

06/01/2022

Contact:

Cell:

Email:

EQUIPMENT	RATE	UNIT
<b>PAVERS</b>		
10' Paving Machine Cedar Rapids w/Automatics Ski (10.5'-20')	\$260.00	Hour
8' Paving Machine Cedar Rapids w/ Automatics (8'-14')	\$260.00	Hour
Back-up Paving Machine	\$450.00	Day
Hopper Insert	\$100.00	Day
<b>ROLLERS</b>		
2' Walk Behind Double Drum/Vibratory Roller	\$150.00	Day
Double Drum/Vibratory Roller	\$700.00	Day
Back-up Double Drum/Vibratory Roller	\$200.00	Day
<b>MISCELLANEOUS</b>		
Midland Shoulder Machine (Road Widener)	\$325.00	Hour
Skip Loader	\$500.00	Day
Light Tower	\$250.00	Day
Crew Truck w/Tools, (SS1H Oil-Extra)	\$750.00	Day

- AC & PCC BILLED PER INVOICE PLUS 15%
- SS1H OIL will be billed by the Gallon
- EQUIPMENT MOVES \$160.00 PER HR (4 HR MIN.)Excludes: Bobcat, Shuttle Buggy, Sand Truck & Water Truck
- All hourly equipment rentals will be 4 hour minimum & billed at 2 hour increments thereafter

<b>*ROADTEC SB-2500E (SHUTTLE BUGGY) CUSTOMER FUELS MACHINE</b>		
\$185.00/HR = Shuttle Buggy Moves (8 hour minimum) \$100.00/DAY = Hopper Insert ~ \$8.00/Gallon If Tank Not Returned Full of Fuel	\$450.00	Hour
<b>*BOBCAT W/ GRINDER 18"/ OPERATED</b>		
\$250.00/HR = After 4 Hours \$275.00/HR = After 8 Hours -OT Rate \$360.00 = Saturday Premium \$680.00 = Sunday Premium	\$2,160.00	4/HRMIN
<b>*SAND TRUCK /OPERATED</b>		
Additional 2 Hour Minimum Move Charge Per Shift \$145.00 = 4-8 Hours - Reg Rate \$175.00 = After 8 Hours - OT Rate and SAT Rate \$205.00 = After 12 Hours - DT Rate and SUN Rate	\$1,500.00	4/HRMIN
<b>*WATER TRUCK /OPERATED</b>		
Additional 2 Hour Minimum Move Charge Per Shift \$145.00 = 1-8 Hours - Reg Rate \$175.00 = After 8 Hours - OT Rate and SAT Rate \$205.00 = After 12 Hours - DT Rate and SUN Rate	\$1,500.00	4/HRMIN

LABOR	REG	OT	DBL	UNIT
Foreman w/Pickup	\$175.00	\$262.50	\$350.00	Hour
Operators	\$170.00	\$255.00	\$340.00	Hour
Paver & Shuttle Buggy Op. W/ Start-up Time	\$175.00 + 1hr/Day	\$262.50	\$350.00	Hour
Dump Man	\$170.00 + 1hr/Day	\$255.00	\$340.00	Hour
Laborer / Cement Mason	\$150.00	\$225.00	\$300.00	Hour
Travel Time - Portal to Portal	\$120.00	\$180.00	\$240.00	Hour

- LABOR: SHOW UP TIME = 2 HOURS (PAY)
- LABOR: UNDER 4 HRS WORKED = 4 HRS (PAY)
- LABOR: AFTER 4 HRS = 8 HOURS (PAY)
- LABOR: AFTER 8 HRS & SAT RATE= OT Rate
- LABOR: AFTER 12 HRS & SUN RATE = DT Rate
- NO LUNCH (*Operators Only*) = ½ Hour charge at Double

Time Rate unless otherwise stated on Rental Agreement.

- Any required hotel rooms will be billed to the contractor per hotel receipts
- Any premium or per diem costs including zone pay shall be billed according to the Operators Master Agreement
- Substance paid per Union Agreement



## Cover Letter

February 6, 2023

City of Santa Ana  
Public Works Agency  
20 Civic Center Plaza  
Santa Ana, CA 92701

Subject: On Call Emergency Asphalt & PCC

To Whom it May Concern,

Hardy & Harper, Inc. has read the provisions of the above referenced RFP and intends to adhere to them without modification.

Michael Murray, Vice President, is authorized to contractually obligate Hardy & Harper, Inc.

The contact person responsible for this response is as follows:

Mike Amundson, Senior Estimator  
32 Rancho Circle, Lake Forest, CA 92630  
Phone: (714) 444-1851  
Fax: (714) 444-2801  
Email: mamundson@hardyandharper.com

Sincerely,

Hardy & Harper, Inc.

By: Michael Murray  
Vice President

Contractor's State License No.: 215952





## **Company Background and Experience**

Hardy & Harper, Inc. began seventy-five years ago as a small asphalt patch and repair company. Through the years we have grown to be one of the premier asphalt paving contractors in Southern California. We offer a multitude of services such as asphalt removal and replacement, new grade and paves, skin patching, overlays, and implementation of preventative asphalt paving programs. We service projects of all sizes for commercial, industrial, and public sector clients with integrity, best in class workmanship and value engineered construction.

Our experienced concrete crews are trained for small and large projects. They are ready at moment's notice to handle all your concrete needs. They approach each project with high performance, production, and quality. Our crews are trained and experienced in the following: curb and gutters, sidewalks, flow lines, ADA compliant handicap ramps, concrete cutting, demolition, and reconstruction.

A significant portion of Hardy & Harper, Inc.'s business is devoted to city and county asphalt and concrete maintenance. We've held multiple maintenance contracts with various cities over the past twenty years and continue to perform quality maintenance services.

Hardy & Harper, Inc. has three concrete crews, three grinding crews, and five asphalt patch crews currently serving our existing city and county maintenance clients. These crews were developed to act as "total quality quick response units" and have been trained and implemented as a tool to enhance performance, production, and quality in the field under the supervision of Rigo Bolanos, Superintendent of Maintenance.

Having crews in these specialties devoted to city maintenance working together with standardized procedures and an integrated team approach promotes a high degree of professionalism, efficiency, and quality. The expertise and experience these crews gain from working on the jobsites at one city is transferred to jobsites within cities all over Southern California.



## **Project Understanding**

1. **Sidewalk Grinding:** A one-man crew with a cement grinder and sweeper follows a prescribed route planned by the Superintendent of Maintenance so that he can move swiftly to each repair site and complete the work in a single visit.
2. **Concrete Removal & Replacement:** This includes sidewalk, curb, curb & gutter, cross gutter, spandrel, and curb ramps. Saw cutting to remove damaged material is done first. All debris is removed and hauled away from the site. For sites where roots are not involved, concrete forms are anchored in position and concrete is poured. After the concrete has cured a finish crew will remove the forms and backfill as necessary to give the jobsite and clean and finished look. Any damaged sprinklers will then be repaired. Repair sites laden with roots will be left open until a city contracted root grinding crew can remove the roots. Once the roots are removed our crew will form and pour. If required, we will then apply and compact any required asphalt. The area will then be backfilled, and sprinklers repaired as necessary.
3. **Road Maintenance:** Saw cutting to remove damaged material will be completed first. A remove and replace crew with a backhoe and dump truck will remove and haul away any debris from the site. The site will then be capped, finished, and compacted unless the depth needed requires a base course to be laid first. In which case, the base course will be laid first and then the crew will cap and finish it.
4. **Grading:** Hardy & Harper, Inc. has all the necessary equipment to perform grading of right-of-way and dirt access roads.
5. **Traffic Control:** Traffic control is dependent on the type of work being executed. Major arterials may require additional cones, arrow boards, CMS boards, lane closure/detour signs and flagger(s). Residential work may only require cones and lane closures. We access each location prior to mobilization to ensure that all proper and necessary traffic control is in place for each designated repair. The safety of our employees and the traveling public is always a top priority.
6. **Response Time and Staging Area:** A two to four hour show up time is obtainable for a Foreman and Superintendent to arrive on site for all areas. Hardy & Harper, Inc.'s staging area is located at 28585 Highway 74, Perris, CA 92570.
7. **Warranty:** Hardy & Harper, Inc. provides and one (1) year warranty on all workmanship and materials provided.



## **Project Staffing and Organization**

**Estimator:** Mike Amundson

Mobile: (714) 620-4296

Office: (714) 444-1851

Email: [mamundson@hardyandharper.com](mailto:mamundson@hardyandharper.com)

**Project Manager:** Chandler Oveson

Mobile: (714) 421-8873

Office: (714) 444-1851

Email: [coveson@hardyandharper.com](mailto:coveson@hardyandharper.com)

**Superintendent:** Rigo Bolanos

Mobile: (562) 313-8268

Office: (714) 444-1851

Email: [rbolanos@hardyandharper.com](mailto:rbolanos@hardyandharper.com)

**Foreman:** Fabian Juarez

Mobile: (714) 824-9816

Email: [fjuarez@hardyandharper.com](mailto:fjuarez@hardyandharper.com)



## Client References

Agency: Moulton Niguel Water District  
Address: 26880 Aliso Viejo Parkway, Aliso Viejo, CA 92656  
Contact Person: Jim Sampson, Project Manager  
Phone: (949) 831-2500  
Email: jsampson@mnwd.com

Agency: City of Diamond Bar  
Address: 21825 E. Copley Drive, Diamond Bar, CA 97765  
Contact Person: Jorge Garcia, Project Manager  
Phone: (909) 983-7046  
Email: j.garcia@diamondbarca.gov

Agency: City of Rancho Palos Verdes  
Address: 30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275  
Contact Person: Ron Dragoo, Project Manager  
Phone: (310) 544-5252  
Email: rond@rpv.com

Agency: City of Anaheim  
Address: 200 Anaheim Blvd, Anaheim, CA 92805  
Contact Person: Kal Lambaz, Project Manager  
Phone: (714) 765-6935  
Email: klambaz@anaheim.net

Agency: City of Corona  
Address: 735 Public Safety Way, Corona, CA 92880  
Contact Person: Eugene Silvas, Project Manager  
Phone: (951) 279-3629  
Email: eugene.silvas@coronaca.gov

Agency: City of Laguna Beach  
Address: 505 Forest Avenue, Laguna Beach, CA 92651  
Contact Person: Alpha Santos, Project Manager  
Phone: (949) 497-0729  
Email: asantos@lagunabeachcity.net

**MINUTES OF THE SPECIAL MEETING  
OF  
HARDY & HARPER, INC.**

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 4, 2021, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

Pursuant to the provisions and bylaws, DANIEL MAAS as Chief Financial Officer and KRISTEN PAULINO, as Secretary of the Corporation, presided over the meeting.

The purpose of the meeting was to nominate and elect two Vice-Presidents of the Company.

Present at the meeting were all of the Directors of the Corporation:

DANIEL MAAS

KRISTEN S. PAULINO

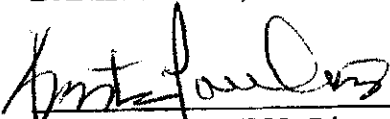
TESSA MAAS

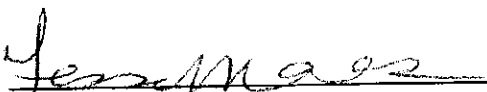
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations Manager for the corporation with authority to sign contracts on behalf of the corporation and authorized to sign checking and bank accounts on behalf of the corporation where the corporation has established bank and checking accounts.

There being no further business it was moved second and carried that the meeting be adjourned.

DATED: January 4, 2020 *hlf*

  
\_\_\_\_\_  
DANIEL. MAAS, Director/President

  
\_\_\_\_\_  
KRISTEN PAULINO, Director/Secretary

  
\_\_\_\_\_  
TESSA MAAS, Director



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2023**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## Contractor Information

**Legal Entity Name**

HARDY &amp; HARPER, INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000000076

**Registration effective date**

07/01/22

**Registration expiration date**

06/30/23

**Mailing Address**

32 Rancho Circle Lake Forest 92630 CA United Stat...

**Physical Address**

32 Rancho Circle Lake Forest 92630 CA United Stat...

**Email Address**

cicamen@hardyandharper.com

**Trade Name/DBA****License Number (s)**

CSLB:215952

CSLB:215952

## Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
06/19/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23

## Legal Entity Information

**Corporation Entity Number:**

C0443071

**Federal Employment Identification Number:**

952251022

**President Name:**

Dan T. Maas

**Vice President Name:**

Michael Murray

**Treasurer Name:****Secretary Name:**

Kristen Paulino

**CEO Name:**Agency for Service:**Agent of Service Name:**

Dan T Maas

**Agent of Service Mailing Address:**

32 Rancho Circle Lake Forest 92630 CA United States of America

## Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:**

No

**Please provide your current worker's compensation insurance information below:**

PEO

PEO

PEO

PEO InformationName

Phone

Email

Insured by Carrier

**Policy Holder Name:**

HARDY &amp; HARPER, INC.

**Insurance Carrier:**

OLD REPUBLIC GENERAL INSURANCE CORP

**Policy Number:**

A1CWA0013900

**Inception date:**

04/15/22

**Expiration Date:**

04/15/23