

CITY OF SANTA ANA
CONSTRUCTION CONTRACT AGREEMENT
PROJECT NO.: 20-6964
FREMONT ELEMENTARY AND SPURGEON INTERMEDIATE SRTS

This CONSTRUCTION CONTRACT is made and entered into this 18th day of July, 2023 by and between the City of Santa Ana, California, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "CITY"), and Onyx Paving Company, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

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

1. CONTRACTOR agrees to perform all the work and furnish all the materials at its own cost and expense necessary to construct and complete in a good and workmanlike manner and to the satisfaction of the City Engineer of the CITY, the Fremont Elementary and Spurgeon Intermediate SRTS Project (hereinafter referred to as the "WORK OF IMPROVEMENT") identified in and in accordance with the Contract Documents prepared by the City's Public Works Agency and approved by the City Council.
2. The complete Construction Contract consists of the "Contract Documents" as defined by the Standard Specifications for Public Works Construction and which include the following:
 - Notice Inviting Bids
 - Information to Bidders
 - Bid Proposal
 - Bid Bond
 - Contract Form
 - Contract Bonds
 - General Provisions
 - Special Provisions
 - Technical Provisions and Project Plans
 - Community Workforce Agreement
 - Appendices

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed Five Million Two Hundred and Four Dollars and No Cents (\$5,204,000.00), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit "A," and in accordance with Section 2-7.1 of the Greenbook: Standard Specifications for Public Works Construction.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the day 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

CONTRACTOR:
Onyx Paving Company, Inc.

By: Jose Montoya
JOSE MONTOYA
Assistant City Attorney


NAME: Corey Kirschner
Title: President

RECOMMENDED FOR APPROVAL:

NABIL SABA, PE
Executive Director
Public Works Agency

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On July 10, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Carly Bredal
Signature of Notary Public

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: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CITY OF SANTA ANA
PROPOSAL
 PROJECT NO.: 20-6964
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BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: ONYX PAVING COMPANY, INC.**REQUIREMENT:**

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

Item	Description	Qty	Unit	Unit Price	Amount
1	Unclassified Excavation	1,790	CY	\$ 294	\$
2	Asphalt Concrete Pavement	1,080	TN	\$ 220	\$
3	Cold Mill (2")	370	SF	\$ 40	\$
4	Asphalt Rubber Hot Mix (ARHM)	510	TN	\$ 280	\$
5	Crushed Miscellaneous Base	40	TN	\$ 130	\$
6	PCC Sidewalk (4")	18,900	SF	\$ 15	\$
7	PCC Driveway Approach (Residential T= 6")	800	SF	\$ 30	\$
8	PCC Driveway Approach (Commercial T= 8")	1,500	SF	\$ 25	\$
9	PCC Pavement (Traffic Circle)	3	CY	\$ 5,000	\$
10	PCC Pavement Construction (Speed Hump and Street)	18	CY	\$ 3,500	\$
11	Color Stamped Concrete with Rebar (Traffic Circle)	880	SF	\$ 49	\$
12	PCC Modified Curb and Gutter (Traffic Circle)	990	SF	\$ 100	\$
13	PCC Curb Ramp	7,200	SF	\$ 45	\$
14	Detectable Warning Panel	2	EA	\$ 2,000	\$

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Item	Description	Qty	Unit	Unit Price	Amount
15	PCC Curb and Gutter (Type A-2-8)	300	LF	\$ 120	\$
16	PCC Curb and Gutter (Type A-2-6)	1,300	LF	\$ 120	\$
17	PCC Curb (Type B-1)	300	LF	\$ 120	\$
18	PCC Retaining Curb	200	LF	\$ 150	\$
19	PCC Cross-Gutter (Arterial Street)	100	SF	\$ 55	\$
20	PCC Cross-Gutter (Local Street)	3,600	SF	\$ 30	\$
21	PCC Bus Pad	100	SF	\$ 197	\$
22	Drainage Structure	151	SF	\$ 40	\$
23	Root Shave	3	EA	\$ 1,500	\$
24	Furnish and Install New Water Valve Frame and Cover to Finished Grade	22	EA	\$ 1,800	\$
25	Furnish and Install New Water Meter Box to Finished Grade	24	EA	\$ 1,500	\$
26	Adjust Sewer Cleanout to Finished Grade	1	EA	\$ 1,200	\$
27	Adjust Sewer and Drainage Manhole to Finished Grade	24	EA	\$ 1,700	\$
28	Furnish and Install New #6 Pullbox	3	EA	\$ 1,200	\$
29	Adjust Survey Monument to Finished Grade	16	EA	\$ 1,800	\$
30	Tree Removal (Small)	2	EA	\$ 550	\$
31	Tree Limb Removal	1	EA	\$ 700	\$
32	Stump Removal	1	EA	\$ 700	\$
33	Abandon Water Valve	9	EA	\$ 770	\$
34	Construct New Fire Hydrant Service	6	EA	\$ 38,000	\$

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Item	Description	Qty	Unit	Unit Price	Amount
35	Remove Fire Hydrant and Assembly	6	EA	\$ 9,800	\$
36	Landscaping with Imported Soil	1	LS	\$ 120,000	\$
37	Irrigation	1	LS	\$ 579,950	\$
38	60-Day Landscape and Irrigation Maintenance Period	1	LS	\$ 10,000	\$
39	Construct New Low Flow Catch Basin (W=4')	1	EA	\$ 13,000	\$
40	Catch Basin Reconstruction (Top and Opening) W=5'	1	EA	\$ 8,000	\$
41	Catch Basin Reconstruction (Top and Opening) W=14'	2	EA	\$ 24,000	\$
42	Construct New Parkway Culvert S=1.5'	1	EA	\$ 15,000	\$
43	Connection to Existing Catch Basin	2	EA	\$ 2,500	\$
44	Install Cartridge Media Filter Vault (Kraken KFR-4 with 19.5" Filters by Contech or Approved Equal)	1	EA	\$ 88,000	\$
45	Construct 8" HDPE Pipe	30	LF	\$ 200	\$
46	Construct 10" SDR PVC Pipe	27	LF	\$ 200	\$
47	Construct Proprietary Flow-Through Biofiltration Structure (Filterra Internal Bypass Curb FT BC 13x7-F 71663-010 by Contech or Approved Equal)	1	EA	\$ 90,000	\$
48	Abandon Existing Water Service	3	EA	\$ 15,000	\$
49	Construct New Water Service (2")	2	EA	\$ 24,000	\$
50	Construct New Water Service (1")	1	EA	\$ 20,000	\$
51	Remove Street Light Pole (South Side of 10 th St. at Daisy St.)	1	EA	\$ 4,000	\$
52	Install New Street Light Pole per C.S.A. Std Plan 1126H-1 and 1126H-2 (South Side of 10 th St. at Daisy St.)	1	EA	\$ 11,000	\$
53	Install Overhead Wire (South Side of 10 th St. at Daisy St.)	1	EA	\$ 2,500	\$

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Item	Description	Qty	Unit	Unit Price	Amount
54	SWPPP Risk Level 2	1	LS	\$ 10,000	\$
55	Project Advertisement Sign	4	EA	\$ 2,000	\$
56	Traffic Signal Installation at 5 th St & Sullivan St	1	LS	\$ 235,000	\$
57	Traffic Signal Modification at Fairview St & 5 th St	1	LS	\$ 6,000	\$
58	Install Video Detection System at 5 th St & Sullivan St	1	LS	\$ 44,000	\$
59	Install Video Detection System at 5 th St & Fairview St	1	LS	\$ 52,000	\$
60	Install GTT Opticom EVP System at 5 th St & Sullivan St	1	LS	\$ 18,000	\$
61	Install 2" PVC Conduit per Plan	90	LF	\$ 150	\$
62	Install 3" PVC Conduit per Plan	300	LF	\$ 230	\$
63	Install 4" PVC Conduit per Plan	500	LF	\$ 150	\$
64	Install No. 5 Pull Box	1	EA	\$ 1,000	\$
65	Install No. 6 Pull Box	5	EA	\$ 1,800	\$
66	Install No. 6E Pull Box	3	EA	\$ 1,600	\$
67	Install IP Communication System at 5 th St & Sullivan St	1	LS	\$ 27,000	\$
68	Install 12 Strand SMFO Cable	200	LF	\$ 2	\$
69	Fusion Splice 1 Strand SMFO	24	EA	\$ 525	\$
70	Fiber Optic Splice Closure	1	EA	\$ 3,500	\$
71	Pothole Traffic Signal Pole Location for Utility Conflicts	8	EA	\$ 2,500	\$
72	Signing and Striping	1	LS	\$ 763,600	\$
73	Construction Permit	1	LS	\$ 25,000	\$ 25,000
74	Catch Basin Reconstruction (Top and Opening) W=9'	1	EA	\$ 20,000	\$

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TOTAL BASE BID (1-74)	\$ 5,204,000
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**CITY OF SANTA ANA
PROPOSAL**

EXHIBIT A

PROJECT NO.: 20-6964

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

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


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

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within number (150) working days after the commencement date stated in the Notice to Proceed.

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be \$3,880.00 per calendar day.

Name of Firm ONYX PAVING COMPANY, INC.

Signature of BIDDER 

Title COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA.

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