

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 1, 2020

TITLE:

**APPROVE AGREEMENTS WITH TE
ROBERTS, PAULUS, BIG BEN
ENGINEERING AND PALP DBA EXCEL
PAVING, FOR EMERGENCY ON-CALL
REPAIRS TO ASPHALT PAVEMENT,
CONCRETE PAVEMENT, AND STORM
DRAINS, IN AN AGGREGATE AMOUNT
NOT TO EXCEED \$900,000 FOR A
MAXIMUM FIVE-YEAR TERM
(NON-GENERAL FUND)**

/s/ Kristine Ridge

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager to execute agreements with T.E. Roberts, Inc., Paulus Engineering, Inc., Big Ben Engineering, and Palp, Inc. dba Excel Paving Company to provide on-call asphalt pavement, concrete pavement, and storm drain repairs for the three-year period beginning December 1, 2020 and ending on November 30, 2023, with a provision for one two-year extension, in a total aggregate amount not to exceed \$900,000, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

On occasion, the City requires the services of independent contractors to assist with emergency asphalt pavement, concrete pavement, and storm drain repairs. These services may include performing related site restoration such as repairs to streets, sidewalks, curbs, gutters, curb ramps, storm drain pipelines, and catch basins, as directed by staff, to ensure infrastructure is maintained in an appropriate and safe condition during unforeseen events.

On, September 24, 2020, the Public Works Agency issued a Request for Proposals (RFP) for emergency on-call asphalt concrete, concrete, and storm drain repairs via the City's Planet Bids website (Exhibit 1). A total of 978 vendors were notified of the RFP and 16 downloaded the proposal files. Four proposals were received and evaluated by a selection committee based on criteria as outlined in the RFP. Listed below are the responding firms with qualifying proposal scores:

FIRM	LOCATION	SCORE	RANK
T.E. Roberts, Inc.	Orange, CA	93	1
Paulus Engineering, Inc.	Anaheim, CA	85	2
Big Ben Engineering	Irvine, CA	84	3
Excel Paving Company	Long Beach, CA	79	4

Based on the evaluation results, staff recommends retaining T.E. Roberts, Inc., Paulus Engineering Inc., Big Ben Engineering and Palp, Inc. dba Excel Paving Company to perform on-call emergency repairs (Exhibits 2-5). These highly ranked firms demonstrated they have the experience, staff, equipment, and financial security to provide a rapid response to the City's emergency infrastructure needs.

FISCAL IMPACT

There is no fiscal impact associated with this action. Prior to utilizing any of these on-call services, Public Works Agency staff must receive Finance & Management Services Agency approval of funding and accounts to be used to ensure funds are available under the authorization and shared aggregate limit of \$900,000. Upon successful completion of the fiscal review, a corresponding Notice to Proceed containing the specific scope and maximum expenditure for the task order will be issued to a firm.

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Exhibits: 1. RFP No. 20-106
 2. T.E. Roberts, Inc. Agreement
 3. Paulus Engineering, Inc. Agreement
 4. Big Ben Engineering Agreement
 5. Palp Inc., dba Excel Paving Company Agreement

REQUEST FOR PROPOSALS (RFP)
FOR
ON-CALL EMERGENCY
ASPHALT CONCRETE, CONCRETE AND STORMDRAIN
REPAIR SERVICES
RFP NO.: 20-106



CITY OF SANTA ANA
Santa Ana Public Works Agency
20 Civic Center Plaza
Santa Ana, CA 92701

Monica M. Suter, PE, TE, PTOE
Project Manager

Approved for Release:

Edwin "William" Galvez
City Engineer
Public Works Agency

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

Advertisement/Issue Date:	Tuesday, Sept 22, 2020
Deadline for Requests for Information:	<u>Thursday, Oct 15, 2020</u>
Pre-Proposal Meeting (optional):	There is no scheduled meeting
Proposal Due Date:	Oct 20, 2020, 11:00:59 am
Projected Award Date (Anticipated):	December 1, 2020

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for:

On-Call Emergency Asphalt Concrete, Concrete and Storm Drain Repair Services

**Responses to this Request for Proposals (RFP) will be accepted until
Tuesday, Oct 20, 2020, at 11:00:59 a.m.**

The successful Proposer must possess or obtain a valid California Class (A or C34 & C-8) Contractor's license prior to the award of contract.

Responses to this Request for Proposals (RFP) must be submitted electronically to the PlanetBids system no later than:

Tuesday, Oct 20, 2020, at 11:00:59 a.m.

Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Additionally, it is a **requirement that hard copy proposals also be sent by courier service, mailed, or hand delivered in an enclosed sealed envelope and marked clearly with the following**

**“SEALED PROPOSAL FOR
ON-CALL EMERGENCY ASPHALT CONCRETE, CONCRETE AND STORM DRAIN
REPAIR SERVICES RFP NO. 20-106**

**IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL.”**

City of Santa Ana
Attn.: Project Manager Monica Suter
Public Works Agency; M-43
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

NOTE: The FEE PROPOSAL shall be included within a separate sealed envelope within the same hard copy submitted

For further instructions regarding hard copy submission proposals, refer to PlanetBids.

All notifications, requests for information, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive qualification.



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I. GENERAL / INTRODUCTION / PROJECT DESCRIPTION

The City of Santa Ana (“Santa Ana” or “City”) is the county seat and second most populous city in Orange County, California, with over 343,000 residents. It is the 57th most-populous city in the United States.

Santa Ana is located in Southern California, adjacent to the Santa Ana River, about 10 miles away from the California coast. Founded in 1869, the City is part of the Greater Los Angeles Area, the second largest metropolitan area in the United States with almost 18 million residents in 2010.

A. NATURE OF WORK

The City of Santa Ana is seeking qualified construction companies to be ON-Call using a Task Order process to provide on-call and/or emergency services to augment the City’s capacity to restore pavement, sidewalk, curb and gutter, grading, underground, and/or storm drain systems and structures in the event of failures or other urgent tasks within the public right of way. The City intends to enter into agreements in the aggregate amount of \$300,000 per category. The City may award up to three (3) firms per each of the three categories to provide work on a Task-Order basis. Any approved Task Orders will be based upon each contractor’s schedule of hourly billing rates provided with their proposal submittal and on time and materials (or lump sum basis) as appropriate per Task Order issued. *The City reserves the right to enter into fewer, or more agreements, and to issue several or no task orders to each firm, as determined by the City’s needs.* **Attachment 1** includes a detailed **Scope of Work** in this RFP’s Appendix.

B. PROPOSAL SUBMITTAL AND SIGNATURE

Five (5) hard copies are required in addition to the electronic submittal to PlanetBids for the complete proposal package as well. It is the responsibility of the proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the proposal due date and time. The **Fee Proposal** shall be submitted separately and electronically to PlanetBids by the deadline. One of the hard copies shall be marked as “ORIGINAL” and shall be signed by a company official with the power to bind the company and submitted to the City of Santa Ana. ***Each Contractor shall be explicit in identifying the appropriate person with legal authority to bind the company.***

C. PROPOSAL EVALUATION AND RATING

The criteria for evaluating the proposals submitted will take the following items into consideration:

- Relevant Company/Team Experience 30%
- Understanding of Need 30%
- Financial Capacity and Availability 30%
- References 10%



The City has established a proposal review committee to evaluate proposers based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above.

A final score will be calculated for each submitted proposal and used to rank the proposers.

After ranking, cost negotiations may begin with the most qualified construction company and only their separate **“FEE” proposal** will be opened. Should negotiations fail or result in a price that the City does not consider fair and reasonable, negotiations will be formally terminated and the City will then undertake negotiations with the second most qualified company. If the negotiations with the second most qualified company are not successful, negotiations with the third most qualified company, and so on, until the price is determined to be fair and reasonable by the City.

D. PROJECT FUNDING

Work tasks will be funded through a variety of sources depending upon each system failure and related and available funding sources. Special conditions may apply. Refer to **Attachment 1 (Scope of Work)** in the Appendix of this RFP.

E. TERM OF CONTRACT AGREEMENT

The City intends to enter into an agreement with the selected companies for an initial three (3)-year term with a City option for up to one two-year extension. This term is outlined in **Attachment 2, the Standard Agreement**, contained in the Appendix of this RFP.



II. PROPOSAL TERMS AND CONDITIONS

By submitting a Proposal, the Proposer acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

A. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required in this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT

The City and the selected Proposer will enter into an Agreement similar to that as shown in **Attachment 2: Standard Agreement** in the Appendix of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Proposer or call for new Proposals, whichever the City deems most appropriate.

C. PROPOSAL VALIDITY

Services, pricing and warranties indicated in a respondent's Proposal must be valid for a period of 120 days after the submission of the Proposal.

D. PRE-CONTRACTUAL EXPENSES

Santa Ana shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of its proposal.

E. JOINT OFFERS/SUBCONTRACTORS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-contractor basis. The City intends to contract with a single company and not with multiple companies doing business as a joint venture. Should the use of sub-contractors be offered, the Proposer shall provide the same assurances of competence for the sub-contractor plus the demonstrated ability to manage and supervise the subcontracted work. Sub-contractors shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-contractors in the same manner as the Proposer.

F. DIR REGISTRATION

On-call emergency public work tasks completed as part of this RFP and proposal(s) submitted shall be subject to the following: No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless

registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Any subsequent work that follows from this RFP is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

G. PREVAILING WAGES

In accordance with the California State Labor Code, prevailing wage rates apply.

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction, maintenance, or repair work, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1). The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

H. PREVAILING WAGE COMPLIANCE AND MONITORING

Contractor shall be aware of the requirements of the 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 requirement 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 Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Contractor shall be in compliance with the Prevailing Wages and requirements effective the due date of this proposal submittal and shall pay prevailing rates of per diem wages according to state law at all times throughout the term of any future agreement with the City. Contact 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 job 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.

I. COMMUNITY WORKFORCE AGREEMENT

On August 15, 2017, the Santa Ana City Council approved a Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trade Council and the Signatory Craft Councils and Unions. The provisions of the agreement would apply to all construction and major rehabilitation work pursuant to “Prime Multi-Trade” construction contracts that exceed \$250,000 and all subcontracts from these prime multi-trade contracts. The agreement also applies to all “Prime Specialty” contracts (single trade contracts) that exceed \$100,000 and all subcontracts from these prime specialty contracts. Contractors working on task orders over the above thresholds must, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established and authorized by the Unions who are signatory to the agreement. This is commonly referred to a Union hiring hall. Contractors retain the right to reject any applicant referred to them through the job referral system, determine competency of all employees, to determine the number of employees required, and the duties of such employees. If any Union’s registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within 48 hours, the Contractor may employ applicants meeting such classifications from any other available source.

J. SAFETY PROGRAM REQUIREMENTS

The Proposer shall be solely responsible for ensuring that all work performed under the contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Construction site.

The following is also required in addition to being in compliance with the above and related latest editions (unless noted otherwise) of the standard specifications and/or plans in the APWA “Greenbook (2012 Edition)” CA MUTCD, AGC, SSPWC, TEES, CALTRANS Standard Plans and Standard Specifications, CALTRANS Highway Design and Traffic Manuals, as listed below and as related to the standard care of the industry:

<u>Abbreviation</u>	<u>Word or Words</u>
AGC	Associated General Contractors of America
APWA	American Public Works Association
ASA	American Standards Association
CA MUTCD	California Manual on Uniform Traffic Control Devices
CALTRANS	California Department of Transportation
FHWA	Federal Highway Administration
FRA	Federal Rail Administration
FTA	Federal Transit Authority
JITT	Just-In-Time Training
NPDES	National Pollutant Discharge Elimination System
SSPWC	Standard Specifications for Public Works Construction
TEES	Transportation Electrical Equipment Specifications
PACP	Pipe Assessment & Certification Program

1. The Proposer shall train all employees, or subcontractor personnel in the work practices necessary to safely perform his or her job.
2. The Proposer shall identify all known potential hazards related to the work performed and train all employees and subcontractor personnel on how to handle the potential hazards.
3. The Proposer, their employees and subcontractors shall follow all safety rules and safe work practices.
4. The Proposer will immediately notify the City of any significant and/or unusual hazards found during the course of work.
5. The Proposer shall submit copies of Safety Data Sheets (SDS) for all hazardous materials to be utilized on site in the performance of work. The Proposer is solely responsible for the legal disposal of hazardous waste generated in the performance of their work.

Safety Indemnification: To the extent allowed by law, the Proposer agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Proposer, its subcontractors or City, attributable to any alleged act or omission of the Proposer or its subcontractors which is in violation of any Cal OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The City may deduct from any payment otherwise due the Proposer any costs incurred or anticipated to be incurred by the Agency, including legal fees and staff costs, associated with any investigation or enforcement proceedings brought by Cal OSHA arising out of the assigned work.

III. INSTRUCTION TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposer will assume responsibility for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall **only be made in writing through PlanetBids' "Q&A" Section on or before the "Deadline for Requests for Information" as indicated on the cover page of this RFP.** Please do not email or call the City or Project Manager directly. No verbal requests or responses will be accepted. Significant interpretations or clarifications may either be addressed within the Q&A portion of PlanetBids or via addenda to this RFP at the City's discretion. If any Addenda are issued, they see SUB-SECTION D "ADDENDA".

D. ADDENDA

Any changes in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of any addenda or amendments shall be posted on PlanetBids' system **ONLY**:

- <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>

E. LICENSES & PERMITS

With the exception of a business license, proposer will be responsible for obtaining any licenses/permits only as required and relevant to the Scope of Work per each Task Order issued. The contractor shall comply with all Federal, State or local laws, ordinances, or

rules and regulations related to the performance of the work, which include but are not limited to the following:

- a. Business License. The selected Proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection for a Task Order and must provide a copy to the City Project Manager or designee prior to commencing any work in Santa Ana.
- b. Public Works Construction Permit (If Applicable). At such time and if the approved Task Order work exceeds the thresholds within the Community Workforce Agreement (CWA), the Contractor will be required to obtain a permit for CWA oversight referred to as a "Public Works Construction Permit" for the applicable Task Order. This amount is estimated to be a deposit amount \$10,000. For Task Orders below the CWA thresholds, this permit shall not be required, however other permits, typical of certain types of construction work, may be required. If a Public Works Construction Permit is required, the Contractor shall receive a refund on any unused deposited amount or shall pay the City the amount needed above the deposited amount. This permit will be based on actual time and material costs for the CWA oversight of the applicable Task Order. An itemized breakdown of the permit fee will be provided by the City to the Contractor, and the Contractor shall pay the City any amount due prior to retention payment by the City. If the Contractor is due a refund, the amount shall be paid by the City separate from but at the same time any retention is paid to the Contractor.
- c. Construction Water Permit (If Applicable). Each Prime Contractor or Subcontractor which desires to obtain water from AGENCY-owned fire hydrants for construction or any other purpose shall first obtain and pay for a permit from the Corporate Yard of the City of Santa Ana, at 220 South Daisy Avenue. Information concerning costs and conditions may be obtained from the AGENCY by calling (714) 647-3320. Use of private water from a hose bib is not allowed.

For safety reasons, the AGENCY will not allow Contractor to stretch construction water hoses across open traffic lanes. Where required, Contractor shall use water truck.

- d. Disposal Permit (If Applicable). In accordance with the procedures of the Orange County General Services Administration (GSA), the cost for the disposal of all materials at County landfill sites shall be borne by the Contractor.
- e. Building and Electrical Permits (If Applicable). For projects involving building, structural construction, traffic signal or irrigation controller installation, the Prime Contractor shall obtain the necessary building and electrical permits from the Planning & Building Agency. There will be no fees for these permits.
- f. State Division of Industrial Safety Permits (If Applicable). In accordance with Section 6500 of the State Labor Code, permits are required for all excavations, which

are five feet or deeper, or for all structures being built or demolished, which are more than three stories high.

All permits and fees required by all other Agencies having jurisdiction over any part of the work shall be obtained and paid for by the Contractor, unless otherwise noted on the Plans or in the General Provisions.

F. INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of notice of award.

G. PAYMENT INFORMATION PACKET

The selected Proposer shall return a completed payment information packet within ten (10) business days after the successful Proposer has received notice that the agreement has been awarded. The packet is available at: <https://www.santa-ana.org/finance/purchasing-division/vendor-registration>

H. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP. Subcontractors shall be the responsibility of the successful Proposer and the City shall assume no liability of such subcontractors.

I. PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

IV. SUBMITTAL REQUIREMENTS

A. GENERAL

1. Number of Copies and signature

Refer to **SECTION I.B.**

2. Deadline

Proposals are due, to the City of Santa Ana (via PlanetBids submittal) and as indicated in “**SECTION I “GENERAL”** at the date and time set forth above in the Notice Inviting Proposals.

B. PROPOSAL CONTENTS

A responsive proposal shall contain the following documentation:

1. Statement of Qualifications

The Statement of Qualifications portion of the Proposal shall be limited to a MAXIMUM of (10) DOUBLE-SIDED PAGES (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11” x 17”. The Statement of Qualifications includes the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity.

b. Agreement Statement

Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the standard agreement attached as **Attachment 2: Standard Agreement** in the Appendix of this RFP.

The Statement of Qualifications shall also include:

a. Relevant Company/Team Experience

Proposal shall include a profile of the firm’s experience. Include resumes of project team/sub-contractors that outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those anticipated to perform work. The project manager/principal agent shall be the primary contact person to represent your firm and include any relevant on-call or emergency contracts with other local agencies.

b. Understanding of Need

Proposal shall include an outline, which demonstrates the firm's understanding of the scope of services and relevant experience performing relative tasks. This outline should include anticipated approach, tasks necessary for successful completion, and suggestions or special concerns that the City should be made aware of.

c. Financial Capacity and Availability

To demonstrate a solid financial capacity and availability, the proposer shall include a list of four (4) relevant positive bond ratings demonstrating financial stability and reliability along with a list of past projects for which the company has reliably been able to respond to an agency's on-call and/or emergency needs within the last five (5) years. Project information should include project description, year completed, client name, along with a person to contact and their telephone number/email address.

d. References

The Proposer shall submit a list of agencies, past and present, for whom you have provided work similar to that identified in this RFP (**Attachment 1: Scope of Service**) for the last five (5) years.

2. Fee Schedule

Proposer's fee schedule shall be submitted concurrently with the technical proposal, but in a separate submission to the PlanetBids system. This shall include the firm's (and any subcontractors') Standard Hourly Fee Schedule as stated in the Appendix: **Attachment 3: Fee Schedule**.

Fees are NOT included as part of evaluation criteria, the fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the Contractor based on qualifications, and then negotiate a contract price based on available funding per work order task.

3. Certifications

The following forms, included in **Attachment 4: Certifications** in the Appendix of this RFP, shall be signed and included as part of the proposal submittal package:

- Contractor's Licensing and Registration Statement
- Prevailing Wage Compliance and Monitoring Statement
- Ownership Affidavit
- List of Sub-contractors (If Included)
- References
- Non-Collusion Affidavit
- Non-Lobbying Certification
- Non-Discrimination Certification
- Statement Regarding Apprenticeship Requirements

- Public Contract Code Section 10162 Questionnaire
- Statement Regarding Community Workforce Agreement (CWA) Requirements

V. PROPOSAL REVIEW (CONTRACTOR SELECTION)

A. EVALUATION AND RATING

Refer to **SECTION I.C.**

B. SELECTION

The committee may or may not interview the top ranking proposers. The City will recommend award of the agreement to the proposers who will provide the best quality and value to the City. City reserves the right to begin negotiations and enter into an agreement without interview or further discussions.

VI. AWARD OF AGREEMENT

A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the proposal review committee, the Executive Director will recommend award of an agreement to the proposer providing the best quality and value to the City.

B. EXECUTION OF AGREEMENT

A standard agreement is included as **Attachment 2: Standard Agreement** in the Appendix of this RFP. “Proposer” will hereinafter be referred to as “Contractor” in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required insurance and documents and contents of the vendor registration and payment information packet have been received and approved.

VII. IMPLEMENTATION

NOTICE TO PROCEED

A formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all insurance documents and contents of the Payment Information Packet have been received and approved.

VIII. PUBLIC RECORDS

All responses to the RFP shall become property of the City, and proposals will become public record after award of agreement. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

Appendix

ATTACHMENT 1

SCOPE OF WORK

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL EMERGENCY**

ASPHALT CONCRETE, CONCRETE AND STORMDRAIN REPAIR SERVICES

RFP NO.: 20-106

INTRODUCTION

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, underground, storm drain, and/or other infrastructure within the public right of way (with the exception of water and sanitation systems) 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. Ancillary related work includes, but is not limited to, occasional replacement traffic pavement markings and sign replacements and related support services and paid for as described in **Section I.A. “Nature of Work.”**

The purpose of this request for proposals is to obtain qualified construction firms to augment the City’s capacity to perform emergency roadway and storm drain repair water service in the event of system failures.

DESCRIPTION OF WORK

The scope of work will vary per Task Order within the public right-of-way. It may include, but not be limited to, the procurement and/or removal of materials, excavation, installation, backfill, compaction, grading, sidewalk and paving, curb and gutter, fencing, guardrail, barrier, catch basins, removing and/or replacing pipe and related appurtenances, conduits, wiring, and pavement markings, signs, sign posts and miscellaneous other street furniture, and repairing various items within the public right-of-way, traffic control, mobilization, compliance with this agreement and all other work necessary to complete on-call 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 Stormdrain public right-of-way 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		

Sample Task Order B - Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	PCC Sidewalk (T=4")	2,500	SF		
3	PCC Curb Ramp	3,000	SF		
4	PCC Curb and Gutter (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		

Sample Task Order C - Stormdrain

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	AC Pavement	130	TN		
3	Remove and Replace 18" Corrugated Metal Pipe (CMP)	75	LF		
4	Remove and Replace 18" Reinforced Concrete Pipe (RCP)	75	LF		
5	Remove and Replace 30" Reinforced Concrete Pipe (RCP)	75	LF		
6	Catch Basin (Type "B," W=10')	1	EA		
7	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 shall not be 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 Business License.

1. Street work shall be required to be performed by a licensed contractor for any and all the work in the public right of way. The contractor must provide the following prior to initiating Task Order work.
 - a. A City of Santa Ana business license.
 - b. A Certificate of Insurance of general liability containing requirements as set forth by the City Attorney and per the Standard Agreement.
 - c. A Contractors license (with appropriate classification).
 - d. Proof of Worker's Compensation Insurance.
2. Provide BMPs and/or erosion control plans for planned Task Order work unless directed otherwise by the City:
3. If required, the Contractor shall submit, for review and approval, a surface drainage/grading/erosion control plan, prepared by a registered civil engineer, showing the direction and means of flow within the street.

SUBCONTRACTORS

Any Subcontractors intended to be used, shall be listed in the proposal. Any additional subcontractors that may become necessary, shall require approval by the City prior to start of any assigned work. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

PAYMENT AND INVOICING:

Selected Contractor shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

CITY RESPONSIBILITIES:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for any assigned Task Orders
- All plan check coordination within the City
- Construction administration
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards), if needed

- Electronic files for title sheets and sheet borders, if needed

DEFINITION OF ITEMS (SAMPLE TASK ORDERS A, 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, 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.

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 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.

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.

Sample Task Order C 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 – Remove and Replace 18” Corrugated Metal Pipe (CMP)

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 18” Corrugated Metal Pipe (CMP) 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 18” Corrugated Metal Pipe (CMP)** 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. 4 – Remove and Replace 18” Reinforced Concrete Pipe

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 18” 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 18” 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. 5 – 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. 6- 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. 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.

Appendix

ATTACHMENT 2

SAMPLE STANDARD AGREEMENT CITY OF SANTA ANA

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR".

RECITALS

- A. The City desires to retain a Contractor having special skill and knowledge in the field of emergency repair of roadway pavement/sidewalk and appurtenances and stormdrain/electrical infrastructure.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- 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 Contractor.

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

- a. Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit B**. The total amount to be expended under this Agreement shall not exceed \$300,000, during the term of this Agreement, including any extension periods exercised under Section 3.

- 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 [enter the start date or "the date first written above"] for a number (3) year term with the option for the City to grant up to a one (2)-years renewal, exercisable by a writing by the City Manager and City Attorney, unless terminated earlier in accordance with Section 16, below.

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. **Commercial General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of CONTRACTOR's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.** Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR, if CONTRACTOR has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, CONTRACTOR agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **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 with \$2,000,000 in the aggregate.**
- e. **The following requirements apply to the insurance to be provided by CONTRACTOR pursuant to this section:**
 - i. **CONTRACTOR shall maintain all insurance required above in full force and**

- effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - iv. CONTRACTOR shall supply City with a fully executed additional insured endorsement.
- f. If CONTRACTOR fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect CONTRACTOR's right to be paid for its time and materials expended prior to notification of termination. CONTRACTOR waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

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. DISCRIMINATION

CONTRACTOR shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. 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 AND CONTRACTOR LICENSES

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

20. MISCELLANEOUS PROVISIONS

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

21. NOTICE

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

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba, P.E.
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

Sonia R. Carvalho
City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714- 647-6515

To Contractor:

First & Last Name
Title
CONTRACTOR Firm Name
Address
City, State, Zip
Fax:

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

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

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

CONTRACTOR:

SONIA R. CARVALHO
City Attorney

By: _____
John Funk
Assistant City Attorney

Name:
Title:
Tax ID# _____

RECOMMENDED FOR APPROVAL:

Nabil Saba, PE
Executive Director
Public Works Agency

Appendix
ATTACHMENT 3
CERTIFICATIONS

- Contractor's Licensing and Registration Statement
- Prevailing Wage Compliance and Monitoring Statement
- Ownership Affidavit
- List of Sub-contractors (If included)
- References
- Non-Collusion Affidavit
- Non-Lobbying Certification
- Non-Discrimination Certification
- Statement Regarding Apprenticeship Requirements
- Statement Regarding "ANTI-KICKBACK" Requirements
- Public Contract Code Section 10162 Questionnaire
- Statement Regarding Community Workforce Agreement (CWA) Requirements

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: _____

Business Address: _____

Business E-Mail Address: _____

Telephone: _____

State Contractor's License No. and Class: _____

License Expiration Date: _____

State Dept. of Industrial Relations (DIR)

Registration No.: _____

State Dept. of Industrial Relations (DIR)

Registration Expiration Date: _____

Signed: _____

Title: _____

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 _____

Signature of
CONTRACTOR _____

Title _____
(if an individual, so state)

OWNERSHIP AFFIDAVIT

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

_____, 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:

a corporation which is making the foregoing proposal:

☐ JOINT VENTURE

That he is of:

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

that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person.

Signature of CONTRACTOR

Subscribed and sworn to before me this _____ day of _____ 20 ____

Signature of officer Administering Oath (Notary Public)

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 _____
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

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. _____
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.

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. _____
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.

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 CONTRACTOR declares that the this Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any CONTRACTOR or anyone else to put in a sham Proposal, or that anyone shall refrain from submitting a Proposal; that the CONTRACTOR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Fee Proposal costs of the CONTRACTOR or any other CONTRACTOR, or to fix any overhead, profit, or cost element of the Fee Proposal, or of that of any other CONTRACTOR, 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 Proposal are true; and, further, that the CONTRACTOR has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

Signed _____

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

Notary Public Signature

Notary Public Seal

NON-LOBBYING CERTIFICATION

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

Signed: _____

Title: _____

Firm: _____

Date: _____

NON-DISCRIMINATION CERTIFICATE

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor 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 Contractor 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 Contractor'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 Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor 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 contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

The undersigned CONTRACTOR is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed: _____

Title: _____

Firm: _____

Date: _____

STATEMENT REGARDING “ANTI-KICKBACK” REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed: _____

Title: _____

Firm: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Has the CONTRACTOR, any officer of the CONTRACTOR's organization, or any employee of the CONTRACTOR's Company who has a proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from proposing/bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA)
REQUIREMENTS

This is to certify that the undersigned CONTRACTOR, and subcontractors, have read and understood the CWA entered into by and between the City of Santa Ana, the Los Angeles/Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions, effective as of September 1, 2017. The CWA is available at:

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

The undersigned CONTRACTOR hereby agrees to comply with all terms and conditions of the CWA, and is capable of completing construction of the project continuously, and without interruptions or delays. If awarded any work covered by the CWA, CONTRACTOR will also be required to sign the Letter of Assent that appears as Attachment A to the CWA.

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

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

Signed: _____
Title: _____
Firm: _____
Date: _____

Appendix

ATTACHMENT 4

City of Santa Ana Standard Plans

Standard Plans

<https://www.santa-ana.org/pw/engineering-services>

Appendix

ATTACHMENT 5

FEE SCHEDULE

(UNDER SEPARATE SEALED COVER)

AGREEMENT TO PROVIDE ON-CALL CONSTRUCTION REPAIR SERVICES

THIS AGREEMENT is made and entered into this 1st day of December, 2020 by and between T.E. Roberts, Inc. ("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 September 22, 2020, the City issued Request for Proposal No. 20-106, by which it sought qualified contractors to provide on-call asphalt pavement, concrete pavement, and stormdrain repair 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 20-106 and addenda thereto.
- 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 contracting 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. 20-106 and addenda thereto, which is attached as Exhibit A, and as more specifically delineated in Contractor's proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit C. Contractor is one of four contractors selected to provide services on an on-call basis under RFP No. 20-106 and addenda thereto. The total compensation for any services provided by the contractors selected under RFP No. 20-106 shall not exceed the shared aggregate amount of \$900,000 during the term of this agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) 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 and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 30, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one 2-year period 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. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **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 with \$2,000,000 in the aggregate.
- e. **The following requirements apply to the insurance to be provided by Contractor pursuant to this section:**
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

- (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by contractor, without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

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 or its subcontractors, agents, employees, or other persons acting on their 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 of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright 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 interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. 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

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: T.E. Roberts, Inc.
306 W. Katella Ave., Unit B
Orange, CA 92867
Attn: Timothy Roberts, President

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 timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, 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 are 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. 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.

17. 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 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.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities 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.

19. 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.

20. 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.

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


Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR T.E. Roberts, Inc.

By: John M. Funk
John M. Funk
Assistant City Attorney


Name: Timothy Roberts
Title: President

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

Appendix

ATTACHMENT 1

SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR ON-CALL EMERGENCY

ASPHALT CONCRETE, CONCRETE AND STORMDRAIN REPAIR SERVICES

RFP NO.: 20-106

INTRODUCTION

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, underground, storm drain, and/or other infrastructure within the public right of way (with the exception of water and sanitation systems) 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. Ancillary related work includes, but is not limited to, occasional replacement traffic pavement markings and sign replacements and related support services and paid for as described in **Section I.A. “Nature of Work.”**

The purpose of this request for proposals is to obtain qualified construction firms to augment the City’s capacity to perform emergency roadway and storm drain repair water service in the event of system failures.

DESCRIPTION OF WORK

The scope of work will vary per Task Order within the public right-of-way. It may include, but not be limited to, the procurement and/or removal of materials, excavation, installation, backfill, compaction, grading, sidewalk and paving, curb and gutter, fencing, guardrail, barrier, catch basins, removing and/or replacing pipe and related appurtenances, conduits, wiring, and pavement markings, signs, sign posts and miscellaneous other street furniture, and repairing various items within the public right-of-way, traffic control, mobilization, compliance with this agreement and all other work necessary to complete on-call 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 Stormdrain public right-of-way 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		

Sample Task Order B - Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	PCC Sidewalk (T=4")	2,500	SF		
3	PCC Curb Ramp	3,000	SF		
4	PCC Curb and Gutter (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		

Sample Task Order C - Stormdrain

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	AC Pavement	130	TN		
3	Remove and Replace 18" Corrugated Metal Pipe (CMP)	75	LF		
4	Remove and Replace 18" Reinforced Concrete Pipe (RCP)	75	LF		
5	Remove and Replace 30" Reinforced Concrete Pipe (RCP)	75	LF		
6	Catch Basin (Type "B," W=10')	1	EA		
7	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 shall not be 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 Business License.

1. Street work shall be required to be performed by a licensed contractor for any and all the work in the public right of way. The contractor must provide the following prior to initiating Task Order work.
 - a. A City of Santa Ana business license.
 - b. A Certificate of Insurance of general liability containing requirements as set forth by the City Attorney and per the Standard Agreement.
 - c. A Contractors license (with appropriate classification).
 - d. Proof of Worker's Compensation Insurance.
2. Provide BMPs and/or erosion control plans for planned Task Order work unless directed otherwise by the City:
3. If required, the Contractor shall submit, for review and approval, a surface drainage/grading/erosion control plan, prepared by a registered civil engineer, showing the direction and means of flow within the street.

SUBCONTRACTORS

Any Subcontractors intended to be used, shall be listed in the proposal. Any additional subcontractors that may become necessary, shall require approval by the City prior to start of any assigned work. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

PAYMENT AND INVOICING:

Selected Contractor shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

CITY RESPONSIBILITIES:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for any assigned Task Orders
- All plan check coordination within the City
- Construction administration
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards), if needed

- Electronic files for title sheets and sheet borders, if needed

DEFINITION OF ITEMS (SAMPLE TASK ORDERS A, 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, 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.

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 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.

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.

Sample Task Order C 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 – Remove and Replace 18” Corrugated Metal Pipe (CMP)

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 18” Corrugated Metal Pipe (CMP) 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 18” Corrugated Metal Pipe (CMP)** 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. 4 – Remove and Replace 18” Reinforced Concrete Pipe

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 18” 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 18” 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. 5 – 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. 6- 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. 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.

EXHIBIT B



Statement of Qualifications

T. E. Roberts, Inc.

for

ON-CALL EMERGENCY

ASPHALT CONCRETE, CONCRETE AND STORMDRAIN REPAIR SERVICES

RFP NO.: 20-106

10-20-2020

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Team Experience	Pages 2-4
Scope and Approach	Page 5
Financial Capacity	Pages 6-8
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Certifications	Pages 13-31
Addenda	Pages 32-33
Fee Schedule	Separate Envelope



October 19, 2020

City of Santa Ana
Monica Suter
Public Works Agency, M-43
20 Civic Center Plaza, Ross Annex
Santa Ana, CA 92701

Dar Ms. Suter:

Please accept our proposal for your On-Call Emergency Asphalt Concrete, Concrete and Storm Drain Repair Services, RFP No. 20-106, bidding on October 20, 2020.

T. E. Roberts, Inc. is an experienced underground pipeline contractor established in 1999. We specialize in water, sewer and storm drain construction and repairs including asphalt concrete, concrete and storm drain repairs.

We are a California Corporation with CSLB class A and C34 license # 603008, DIR registration # 1000000280, and are qualified to do business in the state of California. We are currently an On-Call Contractor with the City of Santa Ana, Contract # 14-044 in the amount of \$800,000.00. We have a current business license with the City of Santa Ana, # 348343.

Thank you for the opportunity to bid on your project. We are familiar with the scope of work, City requirements, and terms and conditions of the Agreement. We are accustomed to and compliant with Public Works requirements including prevailing wage rates, use of Apprentices, your Community Work Force Agreement and other DIR stipulations. We are in agreement with the recitals of the Standard Agreement (Attachment 2 of the project specifications) in its entirety. We hope to continue serving your community.

Sincerely,

Timothy Roberts
President

306 West Katella Avenue
Unit B
Orange, CA 92867
T. 714.669.0072
F. 714.200.0241
License #603008
www.teroberts.com

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T. E. ROBERTS, INC. - TEAM EXPERIENCE

Timothy Roberts, President

Oversees All Operations and Management

Tim worked his way up from Equipment Operator to Foreman with another Southern California Pipeline Contractor before forming his own pipeline construction company in 1999. Tim has over 35 years' experience in pipeline construction.

Justin Roberts, Project Manager/Principal Agent

Oversees field construction. Justin has over 15 years' experience in local pipeline construction and has performed duties of laborer, equipment operator and teamster. His well-rounded experience helps him supervise projects with maximum productivity.

Gilbert Hartwell, Project Manager

Gilbert has over 12 years' experience in local pipeline construction and started his pipeline construction career as a field laborer. Gilbert transferred his field knowledge and organizational skills to project management where he excels at supervising multiple on-going projects with efficiency.

Superintendent-Dave Klein

Supervises construction, quality control and safety. Dave has over 30 years' experience in the pipeline construction industry and is proficient in all aspects of pipe installation and repair.

Superintendent-Dave Pope

Supervises construction, quality control and safety. Dave has over 31 years' experience in pipeline construction and worked his way up to Foreman. He excels in managing large construction projects.

Superintendent-Bob Hartwell

Supervises construction, quality control and safety. Bob has over 38 years' experience in pipeline construction, he owned his own pipeline construction company and has worked as a Field Inspector.

Office Administration

Office Manager-Kim Newett

Administrative Assistants:

Mere Bush, Erica Friel, Priscilla Castaneda, Maria Sanchez, Erin Silber, Katie Todd

Superintendent-Javier Magana

Supervises construction, quality control and safety. Javier has over 12 years' experience in the pipeline construction industry and is proficient in all aspects of pipe installation and repair.

Superintendent-Francisco Romero

Supervises construction, quality control and safety. Francisco has over 20 years' experience in the pipeline construction industry and is proficient in all aspects of pipe installation and repair.

Superintendent-Tom Zimprich

Supervises construction, quality control and safety. Tom has over 37 years' experience in the pipeline construction industry and is proficient in all aspects of pipe installation and repair.

Yard Staff

Yard Superintendent-Jim Rader

Mechanics:

Brandon Morales, Joel Macias, Paul Johnston,

Skilled Field Crew includes:

Foremen, Equipment Operators, Teamsters, Laborers, Pipe Layers, Welders

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Principal in Charge
TIMOTHY ROBERTS
General Engineering Contractor
License A, C34, #603008

RESUME

Over thirty-six years experience in the pipeline construction industry, performing construction management and general contractor roles. Experienced in construction, renovation, and cost estimating within commercial and residential environments. Recognized for well-developed project management skills and scheduled operational tasks that enable project completion on time and under budget. Consistently deliver quality and excellence in workmanship. Excellent safety record.

SKILLS

- | | | |
|------------------------|----------------------|-------------------------|
| • Project Management | • Cost Estimation | • Safety Emphasis |
| • Client Focus | • Communication | • Materials Expertise |
| • Tools and Techniques | • On-time Completion | • Customer Satisfaction |

EXPERIENCE

T. E. ROBERTS, INC., Orange County, CA
1999-Present
CEO and President

Chief Executive Officer and founder of successful pipeline contracting corporation. Experienced in negotiating terms for new construction projects in both private and publicly funded sectors. Manage completion of residential and commercial construction projects in a timely and professional manner. Supervise crews of skilled heavy equipment operators and general laborer personnel. Secure all required permits and contracts necessary to complete the job in accordance with government regulations. Maintain strict safety standards and procedures. Consult with clients on progress and issues. Select bid lists include: Orange County Water District, Irvine Ranch Water District, South Coast Water District, City of Newport Beach, City of Ontario, Moulton Niguel Water District, Eastern Municipal Water District, Coachella Valley Water District, Inland Empire Utilities Agency, San Gabriel Valley Water Company, Fontana Water Company, Golden State Water, and KB Homes. Client referrals available upon request.

- Specializing in water, sewer and storm drains of all sizes
- Manage value engineering process with client to ensure modifications to project specifications continue to meet project goals and client expectations
- Received numerous accolades from clients for superior workmanship
- OSHA Certified Competent Person
- Certified in Trench and Equipment Safety, First Aid and Confined Spaces

T.A. RIVARD, INC., Riverside, CA
Superintendent, Foreman, Equipment Operator

1983-1999

Began as an Equipment Operator and advanced to Foreman and Superintendent overseeing pipeline projects throughout Southern California.

EXCELLENT QUALITY - RELIABLE - SERVICE ORIENTED

JUSTIN ROBERTS

Chief Operating Officer/Project Manager

RESUME

Fourteen years experience in the pipeline construction industry, managing and performing a full spectrum of general and specific pipeline labor duties.

SKILLS

- Heavy Equipment Operator
- Skilled in the use of pipeline construction equipment and tools
- Effectively applies methodology and enforces project standards
- Strong communication and organizational skills
- Qualified and experienced in supervising work crews up to 10 persons
- Efficiently and effectively complete projects with quality results
- Participant in the Motor Carrier Employer Pull Notice Program

EXPERIENCE

T.E. Roberts, Inc., Orange, CA
Chief Operating Officer/Project Manager/Superintendent

2004-Present

Manage completion of residential and commercial construction projects in a timely and professional manner. Supervise crews of skilled heavy equipment operators and general labor personnel. Maintain strict safety standards and procedures.

CERTIFICATIONS

- Confined Space Entry
 - Heat Illness
 - Slips/Trips and Falls
 - Lockout/Tag out
 - Excavation Safety and Competent Person
 - Asbestos Pipe
 - Accident Investigation
 - Hotwork
 - Global Harmonized Systems
 - First Aid
- California Class A Driver's License since 2-18-09

A Sample of Projects Justin Has Completed With T.E. Roberts, Inc.

Owner: City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA

POC: Alfred Castanon, Associate Civil Engineer 949 644-3314, acastanon@newportbeachca.gov

Project Name: Water Transmission Main Valve Replacement/5875

Description: Remove and replace Water Main Valve

Contract Award: \$749,933 **Current Completion:** 65%

Project Awarded: 5-30-19 **Estimated Completion:** 1-31-20

Owner: City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA 92660

POC: Alfred Castanon Associate Civil Engineer 949 644-3314, acastanon@newportbeachca.gov

Project Name: Balboa Island Water Main Replacement Phase 2/5838

Description: 3,100' 12" PVC, 100' 8" PVC, 850' 6" PVC, 30' 4" PVC water line and appurtenances with restoration

Contract Award: \$2,222,300.00 **Completed Amount** \$1,951,131.06

Project Awarded: 11-27-18 **Completed:** 5-24-19

Owner: City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA 92660

POC: Alfred Castanon Associate Civil Engineer 949 644-3314, acastanon@newportbeachca.gov

Project Name: Balboa Island Water Main Replacement Phase 1/5767

Description: 600' 12" PVC, 50' 10" PVC, 2,000' 8" PVC, 300' 6" PVC, 50' 4" PVC water line and appurtenances with restoration

Contract Award: \$1,563,400.00 **Self Performed:** 89%

Project Awarded: 12-1-17 **Completed:** 4-18-18

Owner: Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, CA 92619

POC: Toni Lynch 949 340-6642 lynch@irwd.com

Project Name: Orange County Great Park Reach A Sewer Improvements/5822

Description: 1,435'-18" sewer pipe in 36" casing with jack and bore across I5 Freeway and upsize existing 949'-12" sewer pipe to 18" with restoration

Contract Award: \$1,251,110.00 **Self Performed:** 55%

Project Awarded: 9-11-18 **Completed:** 8-15-19

Owner: Orange County Water District, 18700 Ward Street, Fountain Valley, CA 92708

POC/Engineer: Benjamin Smith, Engineer 714 378-3211 bsmith@ocwd.com

Project Name: Mid Basin Injection, Centennial Park/5745

Description: 9,500' 12-36" CML/C pipeline construction with appurtenances and restoration

Contract Award: \$2,756,010.00 **Self Performed:** 95%

Project Awarded: 8-8-17 **Completed:** 9-5-18

Owner: South Coast Water District, 31592 West Street, Laguna Beach, CA 92651

POC: Joe Sinacori (949) 499-4555 ext 3178 jsinacori@scwd.org

Project Name: PCH Recycled Water Distribution Bottleneck Upsizing/5663

Description: Install 6,350'-16" PVC pipeline with appurtenances and restoration

Contract Award: \$3,201,375.00 **Self Performed:** 84%

Project Awarded: 7-28-16 **Completed:** 5-27-17

PROJECT APPROACH

A 24 hour Emergency Contact List with home and cell phone numbers of key personnel will be provided to the City upon award of contract. Upon notification T.E. Roberts, Inc. will immediately respond within one hour to assess the scope of work. A crew will mobilize within four to eight hours with appropriate personnel, equipment and materials to begin repair work. Our extensive fleet of equipment and personnel allow us to mobilize quickly. As an experienced underground contractor we will perform and provide quality service, materials, and invoicing in a timely and professional manner. We will comply with Public Works Standards, CWA, OSHA, DIR and Local, State and Federal regulations. T. E. Roberts, Inc. is committed to providing quality pipeline services with on-time and on-budget project completions. Our high standards combined with the latest technology in pipeline construction allow us to deliver what our customers need when they need it. President, Tim Roberts, is personally involved with daily operations and is available by cell phone 24/7 to ensure customer satisfaction.

As an experienced On-Call contractor we can provide all services detailed in your scope of services:

- Repair of roadway asphalt concrete and concrete, procurement and/or removal of materials, excavation, installation, backfill, compaction, grading, sidewalk and paving, curb and gutter, fencing, guardrail, barrier, catch basins, removing and/or replacing pipe and related appurtenances, conduits, and wiring.
- Underground, storm drain, and/or other infrastructure within public ROW
- Ancillary related work including traffic pavement markings, sign replacements and related support services

The above work may encompass excavation, pavement cuts, minor grading, disposal and hauling of spoils and excess materials, backfill and compaction.



REFERENCES

Owner: City of Santa Ana, 20 Civic Center Plaza, Santa Ana, CA 92701
POC: Rudy Rosas (714) 714 647-3379, rrosas@santa-ana.org
Project Name: Emergency Sewer and Water Repair Services
Description: On-Call water and sewer repairs with asphalt & concrete restoration
Contract amount: \$800,000.00
Project Awarded: 9/16/17 **Completion:** On-Going

Owner: City of Ontario, 1425 S. Bon View Avenue, Ontario, CA 91761
POC: Andy Marquez, 909 395-2683 amarquez@ontarioca.gov
Bond Number: 107216044-Travelers Casualty Co A++XV
Project Name: On-Call Water Services/5588
Description: On-Call Services for water distribution and sewage collection system repairs with asphalt and concrete restoration
Contract amount: \$1,200,000.00/yr since 2011
Project Awarded: 8/8/11 **Completion:** On-Going

Owner: City of Newport Beach, 100 Civic Center Dr., Newport Beach, CA 92660
POC: Mike Sinacori (949) 644-3342, msinacori@newportbeachca.gov
Project Name: On-Call Underground Utility Installation and Repair
Description: Underground utility installation & repairs with asphalt & concrete restoration
Contract amount: \$500,000.00 since 2-17-2015
Project Awarded: 2-17-2015 **Completion:** On-Going

Owner: Coachella Valley Water District, 75515 Hovley Lane E., Palm Desert, CA 92211
POC: Brian Korcok 760 398-2661 bkorcok@cvwd.org
Bond Number: 107216045-Travelers Casualty Co A++XV
Project Name: On Call Maintenance for the Irrigation Distribution System/5806
Description: On Call Maintenance for the Irrigation Distribution System
Contract Award: \$150,000 since 6-11-2018
Project Awarded: 6-11-18 **Completion:** On-Going

Owner: City of Beaumont, 550 E. Sixth Street, Beaumont, CA 92223
POC: Ted Luiten, Sr. Resident Engineer 626 393-1972 ted.luiten@stantec.com
Bond Number: 107216044-Travelers Casualty Co A++XV
Project Name: Brine Disposal Pipeline, Reach 2/5830
Description: 10 miles 12" HDPE pipeline and appurtenances with restoration
Contract Award: \$13,817,102 **Completed Amount:** \$13,559,467
Project Awarded: 10-3-18 **Completed:** 5-20-20 **Self Performed:** 85%

Owner: City of Orange, 300 E. Chapman Avenue, Orange, CA 92866
POC: Jeannette Guereca, PM/PE, 714 288-2475, jguereca@cityoforange.org
Bond Number: 107151251-Travelers Casualty Co A++XV
Project Name: 2018-19 Annual Pipeline Renewal Project/5929
Description: 6,400' 8" PVC pipe, 1,450' 12" PVC pipe, appurtenances & restoration
Contract Award: \$2,210,985 **Completed Amount:** \$1,995,497
Project Awarded: 11-3-19 **Completed:** 7-30-20 **Self Performed:** 91%

Owner: City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA 92660
POC: Alfred Castanon Associate Civil Engineer 949 644-3314, acastanon@newportbeachca.gov
Bond Number: 106920564-Travelers Casualty Co A++XV
Project Name: Balboa Island Water Main Replacement Phase 2/5838
Description: 3,100' 12" PVC, 100' 8" PVC, 850' 6" PVC, 30' 4" PVC water line and appurtenances with dewatering and restoration
Contract Award: \$2,222,300.00 **Completed Amount:** \$1,951,131.06
Self-Performed: 96% **Project Awarded:** 11-27-18 **Completed:** 5-24-19

CULBERTSON INSURANCE SERVICES, INC.

5500 E. SANTA ANA CANYON ROAD, SUITE 201 ANAHEIM, CA 92807-3103 PHONE 714/921-0530 FAX 714/921-2096
EMAIL: bonds@culbertsonbonding.com

October 20, 2020

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

RE: T.E. Roberts, Inc.
Prequalification for Bidder's List

To Whom It May Concern:

We are the bonding agent for T.E. Roberts, Inc. Their bonds are currently written through Travelers Casualty and Surety Company of America and have been since 2013. Travelers is currently listed with the Federal Register/The Department of the Treasury's Listing of Approved Sureties and maintains a Best Guide rating of "A++ XV", and is licensed to do business in all fifty states.

The surety has currently extended a fifteen-million-dollar single line of credit and a thirty-million-dollar aggregate line of credit for this account, with a current bonding capacity of ten million. At the request of T.E. Roberts, Inc., Travelers will give favorable consideration to providing the required performance and payment bonds, should they be awarded the above project.

T.E. Roberts, Inc. has had no claims made on any of their Surety Bonds.

The bond rate is as follows based on rate per \$1,000 of contract amount:

First...	\$100,000	\$10.600
Next...	\$400,000	\$10.600
Next...	\$2,000,000	\$7.400
Next...	\$2,500,000	\$7.050
Next...	\$2,500,000	\$5.950
Over...	\$7,500,000	\$5.950

Please note that the decision to issue performance and payment bonds is a matter between T.E. Roberts, Inc. and Travelers Casualty and Surety Company of America, and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason bonds are not executed.

Very truly yours,



Charles L. Flake
President
Culbertson Insurance Services, Inc.



BIDDERS STATEMENT OF FINANCIAL RESPONSIBILITY

T.E. Roberts, Inc., was established in 1999 and is an experienced and knowledgeable professional in underground utility construction. We have substantial expertise and skill in constructing quality work for water agencies, local municipalities and private enterprises. Throughout the years we have accumulated equipment, resources, insurance policies, employees and business contacts to insure our continued success. We are financially capable and responsible to complete underground utility projects. T.E. Roberts, Inc. has never filed a petition in bankruptcy.

REFERENCES:

Bank: Sunwest Bank, 18302 Irvine Blvd, Suite 100, Tustin CA 92780
Contact: Ben Frank (714) 730-4460

Accountant: Friedman and Associates, 4040 Barranca Parkway, Suite 280
Irvine, CA 92604 Contact: Brett Friedman (714) 850-1001

Bonds: Culbertson Insurance Services, 5500 E. Santa Ana Canyon Road, Anaheim, CA 92807 Contact: Chuck Flake (714) 921-0530

Insurance: HUB International Insurance Services, 4695 MacArthur Court, Suite 600
Newport Beach, CA 92660 Contact: Andrew Littlefair (949) 623-1048

Upon request and within seven days T.E. Roberts, Inc. can provide, a signed financial statement, financial data or other information and references sufficiently comprehensive to permit an appraisal of its financial condition.

REFERENCES

Matt Yucelen
Vice President - Engineering and Operations
San Gabriel Valley Water Company

Phone (626) 448-6183
MYYucelen@sgvwater.com

John Robinson
Civil Engineer
John Robinson Consulting

Phone: (626) 375-9389
JRobinson@johnrobinsonconsulting.com

Thomas O'Neill
General Manager
Chino Basin Desalter Authority

Phone: (909) 218-3729
TONEill@chinodesalter.org

Tom Epperson
Project Manager, Principal Engineer
Tetra Tech

Phone: (949) 809-5156
Tom.Epperson@tertratceh.com

Michael Sinacori
Assistant City Engineer
City of Newport Beach

Phone: (949) 644-3342
MSinacori@newportbeachca.gov

Andy Marquez
Utilities Operations Asst. Manager
City of Ontario

Phone: (909) 395-2683
AMarquez@ontarioca.gov

Jason Roehrborn
Civil Engineering Assistant
City of Glendora

Phone: (626) 914-8253
JRoehrborn@ci.glendora.ca.us

Van Jew
Manager of Engineering, Operations and Maintenance
Monte Vista Water District

Phone: (909) 624-0035
VJew@mvwd.org

Steve Brown
Water Distribution Superintendent
Golden State Water Company

Phone: (714) 528-1463
extension 101
SCB@gswater.co

Malcolm Cortez
Engineering Manager
Irvine Ranch Water District

Phone: (949) 453-5692
Cortez@irwd.com

Bill Moorhead
Project Manager
City of Anaheim

Phone: 714 765-4165
BMoorhead@anaheim.net

Sherry Shaw
Engineering Manager
Walnut Valley Water District

Phone: (909) 595-1268
SShaw@wvwd.com

Rick Shintaku
Chief Engineer
South Coast Water District

Phone: (949) 499-4555
extension 3156
RShintaku@scwd.org



Completed Construction Projects include:

Owner: Rainbow Municipal Water District, 3707 Old Highway 395, Fallbrook, CA 92028
POC: Malik Tamimi 760 728-1178 mtamimi@rainbowmwd.com
Project Name: Olive Hill Estates Transmission Line Replacement Line Reconnection/5957
Description: 2,550' 14" DIP water main and fittings with appurtenances and restoration
Contract Award: \$1,128,075 **Completed Amount:** \$1,128,075
Project Awarded: 4-28-2020 **Completed:** 9-15-2020 **Self Performed:** 94%

Owner: City of Beaumont, 550 E. Sixth Street, Beaumont, CA 92223
POC: Ted Luiten, Sr. Resident Engineer 626 393-1972 ted.luiten@stantec.com
Project Name: Brine Disposal Pipeline, Reach 2/5830
Description: 10 miles 12" HDPE pipeline and appurtenances
Contract Award: \$13,817,102 **Completed Amount:** \$13,559,467
Project Awarded: 10-3-18 **Completed:** 5-20-20 **Self Performed:** 85%

Owner: City of Orange, 300 E. Chapman Avenue, Orange, CA 92866
POC: Jeannette Guereca, PM/PE, 714 288-2475, jguereca@cityoforange.org
Project Name: 2018-19 Annual Pipeline Renewal Project/5929
Description: 6,400' 8" PVC pipe, 1,450' 12" PVC pipe, appurtenance and restoration
Contract Award: \$2,210,985 **Completed Amount:** \$1,995,497
Project Awarded: 11-3-19 **Completed:** 7-30-20 **Self Performed:** 91%

Owner: City of Riverside, 3750 University Avenue, Riverside, CA 92501
POC: Morgan Newlin, Chief Construction Inspector, 951 237-1342
MNewlin@riversideca.gov
Project Name: Mission Inn Rezoning Pipeline Project/5905
Description: 2,530' 12" DIP, 2570' 8" DIP pipeline and appurtenances with restoration
Contract Award: \$2,506,620 **Completed Amount:** \$2,102,492
Project Awarded: 9-23-19 **Completed:** 7-14-20 **Self Performed:** 89%

Owner: Coachella Valley Water District, 75515 Hovley Lane East, Palm Desert, CA 92211
POC: Jignesh Ladhawala 760 398-2661 jladhawala@cvwd.org
Project Name: Avenida Juarez Sewer Pipeline Rehabilitation/5954
Description: Removed and replaced 8" sewer piping
Contract Award: \$249,485 **Completed Amount:** \$237,363
Project Awarded: 4-14-2020 **Completed:** 6-5-2020 **Self Performed:** 98%

Owner: City of Orange, 300 E. Chapman Avenue, Orange, CA 92866
POC: Martin Varona 714 744-5525 mvarona@cityoforange.org
Project Name: Kennymead Storm Drain Improvements/5956
Description: 36" RCP with 72" riser and reinforced concrete junction
Contract Award: \$70,490 **Completed Amount:** \$68,391
Project Awarded: 3-10-2020 **Completed:** 7-3-2020 **Self Performed:** 85%

Owner: Inland Empire Utilities Agency, 6075 Kimball Avenue, Chino, CA 91708

POC/Engineer: Jamal Zughbi 909 993-1698

Project Name: RP 5 Recycled Water Pipeline Bottleneck/5819

Description: Pressure Regulating Retrofit

Contract Award: \$2,023,600 **Completed Amount:** \$2,136,545

Project Awarded: 9-20-18 **Completed:** 3-11-2020 **Self Performed:** 87%

Owner: Laguna Beach County Water District, 306 Third Street, Laguna Beach, CA 92651

POC: David Youngblood, PE/Operations Mgr., 949 494-1041, dyoungblood@lbcwd.org

Project Name: Fire Hydrant Replacement Project, WO 8220/5930

Description: Removed and replaced 9-6" fire hydrants with restoration

Contract Award: \$318,600 **Completed Amount:** \$328,345

Project Awarded: 12-4-19 **Completed:** 4-22-2020 **Self Performed:** 99.5%

Owner: Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, CA 92619

POC: Christian Kessler, PM, 949 453-5441, kessler@irwd.com

Project Name: Bonita Canyon Recycled Water Zone D-B Pressure Reducing Station Supply Pipeline Replacement PR 10999/5920

Description: Removed and replaced 12"CML/C pipeline, install appurtenances & restore

Contract Award: \$186,400 **Completed Amount:** \$205,270

Project Awarded: 10-29-19 **Completed:** 4-8-20 **Self Performed:** 97%

Owner: City of Chino Hills, 14000 City Center Drive, Chino Hills, CA 91709

POC: Fe Rama, Senior Engineer 909 364-2776 frama@chinohills.org

Project Name: Saddle Replacement Phase 2/5896

Description: Removed and replaced service saddle and corp stop with restoration

Contract Award: \$712,815 **Completed Amount:** \$711,072

Project Awarded: 9-27-19 **Completed:** 3-24-20 **Self Performed:** 63%

Owner: City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA 92660

POC: Alfred Castanon, Associate Civil Engineer 949 644-3314,

acastanon@newportbeachca.gov

Project Name: Water Transmission Main Valve Replacement/5875

Description: Removed and replaced Water Main Valve

Contract Award: \$749,933 **Completed Amount:** \$822,899

Project Awarded: 5-30-19 **Completed:** 1-31-20 **Self Performed:** 91%

Owner: Coachella Valley Water District, 75515 Hovley Lane East, Palm Desert, CA 92211

POC: Brian Korcok 760 398-2661 bkorcok@cvwd.org

Project Name: La Quinta Irrigation Distribution Improvements/5803

Description: 7,976' 24" PVC, 3,702' 18" PVC, 4,892' 12" PVC with appurtenances and restoration

Contract Award: \$5,976,810.00 **Completed Amount:** \$5,643,380.00

Project Awarded: 6-7-17 **Completed:** 8-7-19 **Self Performed:** 94%

Owner: Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, CA 92619

POC: Toni Lynch 949 340-6642 lynch@irwd.com

Project Name: Orange County Great Park Reach A Sewer Improvements/5822

Description: 1,435'-18" sewer pipe in 36" casing with jack and bore across I5 Freeway and upsize existing 949'-12" sewer pipe to 18" with restoration

Contract Award: \$1,251,110.00 **Self Performed:** 55%

Project Awarded: 9-11-18 **Completed:** 8-15-19

Owner: West Basin Municipal Water District, 17140 S. Avalon Blvd, #210
Carson, CA 90746

POC: Veronica Govea 310 660-6269 veronicag@westbasin.org

Project Name: Dominguez Technology Center Retrofit/5831

Description: Recycled Water Retrofit

Contract Award: \$1,043,145.00 **Completed Amount:** \$842,684.00

Project Awarded: 10-11-18 **Completed:** 7-5-19

Owner: City of Anaheim, 200 South Anaheim Blvd., Anaheim, CA 92805

POC/Engineer: Stewart Noble 714 765-4591 SNoble@anaheim.net

Project Name: Katella Avenue Water Main Replacement/5724

Description: 2,916' 12"-16" CML/C and 3,500' 12"-16" DIP pipeline and appurtenances with restoration

Contract Award: \$6,149,187 **Completed Amount:** \$7,815,160.00

Project Awarded: 6-7-17 **Completed:** 6-10-19

Owner: City of Norco, 2870 Clark Avenue, Norco, CA 92860

POC/Engineer: Sam Nelson 951 270-5677 snelson@ci.norco.ca.us

Project Name: Vine Street Water Main Replacement/5818

Description: 3,310' 12" DIP and 900' 8" DIP pipeline and appurtenances with restoration

Contract Award: \$1,183,940 **Completed Amount:** \$1,061,376.28

Project Awarded: 6-26-18 **Completed:** 4-18-19

Owner: City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA 92660

POC: Alfred Castanon Associate Civil Engineer 949 644-3314,
acastanon@newportbeachca.gov

Project Name: Balboa Island Water Main Replacement Phase 2/5838

Description: 3,100' 12" PVC, 100' 8" PVC, 850' 6" PVC, 30' 4" PVC water line and appurtenances with dewatering and restoration

Contract Award: \$2,222,300.00 **Completed Amount:** \$1,951,131.06 **Self-Performed:** 96%

Project Awarded: 11-27-18 **Completed:** 5-24-19

Owner: San Gabriel Valley Water Company, 11142 Garvey Avenue, El Monte, CA 91732

POC/Engineer: POC/Engineer: Matt Yucelen (626) 448-6183 myyucelen@sgvwater.com

Project Name: 5942F Locust, Rialto/5807

Description: 5,100' 24" pipeline with restoration

Contract Award: \$577,250.00 **Self Performed:** 99%

Project Awarded: 5-30-18 **Completed:** 2-12-19

Owner: City of Anaheim, 200 South Anaheim Blvd., Anaheim, CA 92805

POC/Engineer: Kim Tran 714 765-4964 KTran@anaheim.net

Project Name: North Street Water Main Replacement/5814

Description: 235' 12" DIP pipeline and appurtenances with restoration

Contract Award: \$318,950 **Self Performed:** 87%

Project Awarded: 6-26-18 **Completed:** 1-11-19

Owner: Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, CA 92619

POC: Jeff Smyth 949 453-5751 Smyth@irwd.com

Project Name: Seawatch Recycled Water Main/5794

Description: 4,600' 10" PVC Recycled Water Main and Appurtenances with Restoration

Contract Award: \$1,071,940.00 **Self Performed:** 76%

Project Awarded: 3-13-18 **Completed:** 12-17-18

Appendix
ATTACHMENT 3
CERTIFICATIONS

- Contractor's Licensing and Registration Statement
- Prevailing Wage Compliance and Monitoring Statement
- Ownership Affidavit
- List of Sub-contractors (If included)
- References
- Non-Collusion Affidavit
- Non-Lobbying Certification
- Non-Discrimination Certification
- Statement Regarding Apprenticeship Requirements
- Statement Regarding "ANTI-KICKBACK" Requirements
- Public Contract Code Section 10162 Questionnaire
- Statement Regarding Community Workforce Agreement (CWA) Requirements

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: T.E. Roberts, Inc.

Business Address: 306 W. Katella Avenue, Unit B, Orange, CA 92867

Business E-Mail Address: troberts@teroberts.com

Telephone: 714.669.0072

State Contractor's License No. and Class: 603008 - A - General Engineering, C-34 - Pipeline

License Expiration Date: October 31, 2022

State Dept. of Industrial Relations (DIR)

Registration No.: 1000000280

State Dept. of Industrial Relations (DIR)

Registration Expiration Date: June 30, 2022

Signed:  Timothy Roberts

Title: President

MINUTES OF SPECIAL SHAREHOLDERS' MEETING

OF

T.E. ROBERTS, INC.

A special meeting of the shareholders was held on May 10, 2011, at 5:00 P.M., at Santa Ana, California, pursuant to a request by Kimberlee J. Roberts and Timothy E. Roberts for the purpose of designating Timothy E. Roberts, President, the authorization to execute and sign Contracts on behalf of T.E. Roberts, Inc. Timothy E. Roberts acted as chairperson, and Kimberlee J. Roberts acted as secretary.

The call of the list of shareholders and inspection of proxies showed that there were represented at the meeting, in person or by proxy, holders of 10,000 shares, constituting a quorum.

On motion made and carried by the affirmative vote of 10,000 shares represented at the meeting, the following resolutions were adopted:

1. Timothy E. Roberts is authorized to execute and sign Contracts on behalf of T.E. Roberts, Inc.

The meeting was adjourned on motion duly made and carried.

Dated: 5/17/2011

Kimberlee J. Roberts
Kimberlee J. Roberts, Secretary

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 T. E. Roberts, Inc.

Signature of
CONTRACTOR


Timothy Roberts

Title President
(if an individual, so state)

OWNERSHIP AFFIDAVIT

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

Timothy Roberts

, 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:

T.E. Roberts, 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 Timothy Roberts

Subscribed and sworn to before me this 19th day of October 2020


Signature of officer Administering Oath (Notary Public)

see attached

CALIFORNIA JURAT

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 19th day
of October, 20 20, by Timothy Roberts

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



(Seal)

Signature Kim E. Newett

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Ownership Affidavit

containing 1 pages, and dated 10-19-2020

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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 Structures Unlimited
License #/Exp. 550710 / 12-31-2020
DIR Reg. #/Exp. 1000010800 / 6-30-2021
Location 7471 Arlington Ave., Riverside CA
Phone 951 688-6300
Type Of Work Concrete/structure work
Amount \$ 82,150.-

Name Alcorn Fence
License #/Exp. 122954 / 2-28-2022
DIR Reg. #/Exp. 1000001986 / 6-30-2022
Location 9901 Glendaks Blvd., Sun Valley, CA
Phone 323 875-1342
Type Of Work Fence/Guardrail
Amount \$ 19,150.-

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 Timothy Roberts

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 Santa Ana, 20 Civic Center Plaza, Santa Ana, CA
Name and Address of Owner.

Rudy Rosas 714 647-3379
Name and Telephone Number of person familiar with project.

\$800,000. emergency sewer and water repairs with asphalt/concrete restoration 2017-present
Contract Amount Type of Work Date Completed
2. City of Newport Beach, 100 Civic Center Dr., Newport Beach, CA
Name and Address of owner.

Mike Sinacori 949 644-3342
Name and Telephone Number of person familiar with project.

\$500,000.- underground utility installation & repair with asphalt/concrete restoration 2018-present
Contract Amount Type of Work Date Completed
3. City of Ontario, 1425 S. Bon View Avenue, Ontario, CA
Name and Address of owner.

Andy Marquez 909 395-2683
Name and Telephone Number of person familiar with project.

\$1,200,000.- per year on-call services for water distribution with asphalt/concrete restoration 2011-present
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.

Surety: Travelers Casualty and Surety Company 909.612.3653 celso.aguilar@travelers.com
One Tower Square, Hartford, CT 06183

Bonding Agent: Culbertson Insurance Services chuck@culbertsonbonding.com 714.921.0530
5500 E. Santa Ana Canyon Road # 201, Anaheim, CA 92807

Insurance Co: HUB International 949.623.1041 kimberly.shippey@hubinternational.com
4695 MacArthur Court, Newport Beach, CA 92660

REFERENCES, (CONTINUED)

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

1. City of Beaumont, 550 E. 6th St., Beaumont, CA
 Name and Address of Owner.
Ted Luiten 626 393-1972
 Name and Telephone Number of person familiar with project.
\$79,500.- built and installed 2 vaults 5-11-2020
 Contract Amount Type of Work Date Completed

2. City of Whittier, 13230 Penn St., Whittier, CA
 Name and Address of owner.
Tim Riwad - TA Riwad Inc 951 360 8596
 Name and Telephone Number of person familiar with project.
\$153,016 16,107 SF 8" concrete paving 7-3-2019
 Contract Amount Type of Work Date Completed

3. City of Anaheim, 200 S Anaheim Blvd, Anaheim, CA
 Name and Address of owner.
Yoli Gaytan 714 765-4961
 Name and Telephone Number of person familiar with project.
\$10,900.- watermeter vault rehabilitation 3-22-2020
 Contract Amount Type of Work Date Completed

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

travelers Casualty and Surety Company One Tower Square, Hartford, CT
Surety- 909 612-3653 celso.aguilar@travelers.com
Culbertson Insurance Services, 5500 E. Santa Ana Cyn Rd., Anaheim, CA
Bonding Agent- 714 921-0530 chuck@culbertsonbonding.com
HVB International, 4695 Mac Arthur Ct, Newport Beach, CA
Insurance Co.- 949 623-1041 kimberly.shippey@hvbinternational.com

Alcorn Fence Company

Addendum No. 2
Page 6 of 6

REFERENCES, (CONTINUED)

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

1. City of Orange, 300 East Chapman Avenue, Orange, CA
Name and Address of Owner.

Name and Telephone Number of person familiar with project.
\$6,180.- Provide & Install Metal Guardrail July 2020
Contract Amount Type of Work Date Completed
2. City of Irvine, 1 Civic Center Plaza, Irvine, CA
Name and Address of owner.
Roxana Quezada 951 674-7352
Name and Telephone Number of person familiar with project.
\$15,120.- Provide & Install 280' 8'H PVC fence July 2019
Contract Amount Type of Work Date Completed
3. City of Fountain Valley, 10200 Slater Ave., Fountain Valley, CA
Name and Address of owner.
Eric Christensen 909 706-7677
Name and Telephone Number of person familiar with project.
\$226,210.- Provide & Install 9x12 Gates & Fence Sept. 2020
Contract Amount Type of Work Date Completed

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

N/A - already provided


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 CONTRACTOR declares that the this Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any CONTRACTOR or anyone else to put in a sham Proposal, or that anyone shall refrain from submitting a Proposal; that the CONTRACTOR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Fee Proposal costs of the CONTRACTOR or any other CONTRACTOR, or to fix any overhead, profit, or cost element of the Fee Proposal, or of that of any other CONTRACTOR, 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 Proposal are true; and, further, that the CONTRACTOR has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

Signed




Timothy Roberts, President - T.E. Roberts, Inc.

State of California

County of orange

Subscribed and sworn to (or affirmed) before me on this 19th day of October, 2020, by timothy roberts, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me



Notary Public Signature

Notary Public Seal

see attached

CALIFORNIA JURAT

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 19th day
of October, 20 20, by Timothy Roberts

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



(Seal)

Signature Kim E. Newett

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this 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 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:


Timothy Roberts

Title:

President

Firm:

T. E. Roberts, Inc.

Date:

10-19-2020

NON-DISCRIMINATION CERTIFICATE

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor 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 Contractor 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 Contractor'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 Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor 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 contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Timothy Roberts

Title: _____

President

Firm: _____

T.E. Roberts, Inc.

Date: _____


10-19-2020

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

The undersigned CONTRACTOR is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed:


Timothy Roberts

Title:

President

Firm:

T.E. Roberts, Inc.

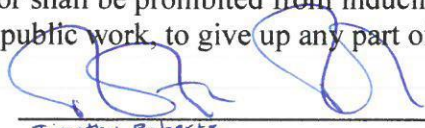
Date:

10-19-2020

STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed:


Timothy Roberts

Title:

President

Firm:

T.E. Roberts, Inc.

Date:

10-19-2020

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Has the CONTRACTOR, any officer of the CONTRACTOR's organization, or any employee of the CONTRACTOR's Company who has a proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from proposing/bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓ _____

If the answer is yes, explain the circumstances in the following space.

N/A

STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA)
REQUIREMENTS

This is to certify that the undersigned CONTRACTOR, and subcontractors, have read and understood the CWA entered into by and between the City of Santa Ana, the Los Angeles/Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions, effective as of September 1, 2017. The CWA is available at:

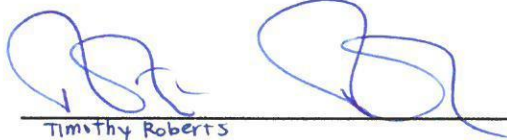
<http://www.santa-ana.org/pwa/documents/CWA.pdf>

The undersigned CONTRACTOR hereby agrees to comply with all terms and conditions of the CWA, and is capable of completing construction of the project continuously, and without interruptions or delays. If awarded any work covered by the CWA, CONTRACTOR will also be required to sign the Letter of Assent that appears as Attachment A to the CWA.

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

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

Signed:



Timothy Roberts

Title:

President

Firm:

T.E. Roberts, Inc.

Date:

10-19-2020

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Juan Villegas
COUNCILMEMBERS
Phil Bacerra
Nelida Mendoza
David Penelosa
Vicente Sarmiento
Jose Solorio



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Daisy Gomez

CITY OF SANTA ANA

20 Civic Center Plaza • P.O. Box 1988 M-22
Santa Ana, California 92702
www.santa-ana.org

October 12, 2020

ADDENDUM TWO

SUBJECT: RFP NO. 20-106: ON-CALL EMERGENCY ASPHALT CONCRETE, CONCRETE AND STORMDRAIN REPAIR SERVICES

The following changes/clarifications have been made to the above Request for Proposal:

1. The new Bid Closing Date is: **Tuesday, October 20, at 11:00 am** (both electronic and hard copy);
2. The new deadline for questions and clarifications is: **Thursday, October 15, 2020.**
3. Six Pages of the RFP have been replaced: The Cover Page, Notice Inviting Proposals, Page 14 and Page A1-3, A1-27 and A1-28, see attached.
4. **Clarifications:**
 - a. There is **NO BID BOND REQUIRED FOR THIS SUBMITTAL**--see updated RFP No. 20-106 (including replaced pages).
 - b. This project is unique as an RFP for On-call Construction/Repair Services for the City on an As-needed, On-call and Emergency basis.
 - c. The Separate **FEE PROPOSAL** information is mainly for comparison/evaluation purposes along with the schedule of rates per firm as required in the RFP.
 - d. For work required, companies will be asked for a specific quote from each of the qualified firms with agreements per category. Following a comparison of each on-call or emergency service repair quote received, the City will issue a Notice to Proceed on a Task Order basis, as required.

All other terms and conditions of the RFP remain unchanged. Any additional

Monica M. Suter
Senior Civil Engineer

Attachment: Addendum No. 2

SANTA ANA CITY COUNCIL

Miguel A. Pulido
Mayor
mpulido@santa-ana.org

Juan Villegas
Mayor Pro Tem, Ward 5
villegas@santa-ana.org

Vicente Sarmiento
Ward 1
vsarmiento@santa-ana.org

David Penelosa
Ward 2
dpenelosa@santa-ana.org

Jose Solorio
Ward 3
jsolorio@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Nelida Mendoza
Ward 6
nmendoza@santa-ana.org

25G-109

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Juan Villegas
COUNCILMEMBERS
Phil Bacerra
Nelida Mendoza
David Peneloza
Vicente Sarmiento
Jose Solorio



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Daisy Gomez

CITY OF SANTA ANA

20 Civic Center Plaza • P.O. Box 1988 M-22
Santa Ana, California 92702
www.santa-ana.org

October 6, 2020

ADDENDUM ONE

SUBJECT: RFP NO. 20-106: ON-CALL EMERGENCY ASPHALT CONCRETE, CONCRETE AND STORMDRAIN REPAIR SERVICES

The following changes/clarifications have been made to the above Request for Proposal:

1. QUESTIONS/ANSWERS

QUESTION #1:

This question is in regards to license requirements. PlanetBids description states... "Class (A, C-8 or C34)." RFP page 2 of 55 states in bold "Class (A or C34 & C-10). Which would be the correct requirement?

ANSWER: Class (A, C-8 or C34). See attached Addendum #1 where Page 2 of the RFP is replaced with the attached with the only update to clarify the licenses required.

All other terms and conditions of the RFP remain unchanged. If you have any further questions, please post on Planetbids.

Monica M. Suter
Senior Civil Engineer

Attachment: Addendum No. 1

SANTA ANA CITY COUNCIL

Miguel A. Pulido
Mayor
mpulido@santa-ana.org

Juan Villegas
Mayor Pro Tem, Ward 5
jvillegas@santa-ana.org

Vicente Sarmiento
Ward 1
vsarmiento@santa-ana.org

David Penaloza
Ward 2
dpenaloza@santa-ana.org

Jose Solorio
Ward 3
jsolorio@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Nelida Mendoza
Ward 6
nmendoza@santa-ana.org

25G-110

BEWARE

FEE PROPOSAL FOLLOWS

Only one attachment available on Planet Bids, can not attached a separate file
as instructed.

25G-111

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 Stormdrain public right-of-way related work are, respectively:

Sample Task Order A - Asphalt Concrete					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	220.5	121,000.5
2	AC Pavement	130	TN	340.5	44,200.5
3	Furnish and Install #6 Pullbox	4	EA	1,770.5	7,080.5
4	Adjust Manhole to Finished Grade	5	EA	1,250.5	6,250.5
5	PCC Curb and Gutter (Type A-2-8)	100	LF	65.5	6,500.5
6	Signing and Striping	1	LS	7,870.5	7,870.5
7	Traffic Control Work	1	LS	5,000.5	5,000.5

Sample Task Order B - Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	220.5	121,000.5
2	PCC Sidewalk (T=4")	2,500	SF	15.5	37,500.5
3	PCC Curb Ramp	3,000	SF	29.5	87,000.5
4	PCC Curb and Gutter (Type A-2-8)	100	LF	57.5	5,700.5
5	Furnish and Install #6 Pullbox	4	EA	1,770.5	7,080.5
6	Adjust Manhole to Finished Grade	5	EA	1,250.5	6,250.5
7	Catch Basin (Type "B," W=10')	1	EA	12,180.5	12,180.5
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF	490.5	36,750.5
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF	200.5	10,000.5
10	Guard Rail Replacement Termination (Caltrans)	1	EA	7,870.5	7,870.5
11	Remove and Replace Chain Link R/W Fence	50	LF	130.5	6,500.5
12	Concrete Barrier Type 836 (Caltrans)	50	LF	287.5	14,350.5
13	Traffic Control Work	1	LS	5,000.5	5,000.5

Sample Task Order C - Stormdrain					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	220.-	121,000.-
2	AC Pavement	130	TN	340.-	44,200.-
3	Remove and Replace 18" Corrugated Metal Pipe (CMP)	75	LF	377.-	28,275.-
4	Remove and Replace 18" Reinforced Concrete Pipe (RCP)	75	LF	383.-	28,725.-
5	Remove and Replace 30" Reinforced Concrete Pipe (RCP)	75	LF	489.-	36,675.-
6	Catch Basin (Type "B," W=10')	1	EA	12,000.-	12,000.-
7	Traffic Control Work	1	LS	5,000.-	5,000.-

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 shall not be 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 Business License.



HOURLY RATE SCHEDULES

T.E. Roberts, Inc. and Structures Unlimited

10/19/2020

City of Santa Ana

On-Call Emergency Asphalt Concrete, Concrete and Storm Drain Repair Services

President-Timothy Roberts

Project Managers-Justin Roberts, Gilbert Hartwell

Superintendents- Dave Pope, Dave Klein, Bob Hartwell,
Francisco Romero, Javier Magana, Tom Zimprich

	Hourly Straight Time Rates		Hourly Rates
LABOR		EQUIPMENT	
Project Manager	\$135.25	Large Excavator	\$121.00
Superintendent-Op Eng Gr 8	\$132.00	Medium Excavator	\$110.00
Foreman-Operating Engineer Gr 8	\$127.12	Small Excavator	\$99.00
Foreman-Laborer Group 5	\$108.92	Back Hoe	\$46.20
Operator- Operating Engineer Gr 8	\$122.25	Air Compressor w/JH	\$22.00
Laborer- Laborer Group 1	\$100.80	Dump Truck/Super 10	\$49.50
Pipe layer- Laborer Group 4	\$105.11	Pickup Truck or Van	\$27.50
Welder- Laborer Group 5	\$105.67	Crew Truck	\$33.00
Teamster- Teamster Group 3	\$97.35	Flatbed Truck	\$27.50
		Bed Trailer	\$49.50
Materials	cost plus 15%	Truck and Pup	\$82.50
Bonds-if required	1.5% of total	Water Truck	\$38.50
SUBCONTRACTORS	Cost plus 10% for	Sweeper	\$79.20
Structures Unlimited-concrete structures	first \$5,000, then	Wheel Loader	\$60.50
		Skip Loader	\$44.00
		Skid Steer/Bobcat	\$44.00
		Asphalt Zipper	\$88.00
		Arrowboard	\$16.50

EXHIBIT C

QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER)

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