

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

AGREEMENT TO PROVIDE ON-CALL CONSTRUCTION REPAIR SERVICES

THIS AGREEMENT is made and entered into this 1st day of December, 2020 by and between Paulus Engineering, 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 incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Contractor is one of 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: Paulus Engineering, Inc.
2871 East Coronado Street
Anaheim, CA 92806
Attn: Jason Paulus, 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:

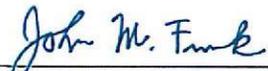
CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR
Paulus Engineering, Inc.

By: 

John M. Funk
Assistant City Attorney



Name: Jason Paulus
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.

Paulus Engineering, Inc.

12-Oct-20
Task Order C



BID ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL BID
	Storm Drain			
1	Unclassified Excavation	550 CY	\$45.00	\$24,750.00
2	AC Pavement	130 EA	\$180.00	\$23,400.00
3	Remove & Replace 18" CMP <8' Deep	75 EA	\$200.00	\$15,000.00
4	Remove & Replace 18" RCP <8' Deep	75 EA	\$225.00	\$16,875.00
5	Remove & Replace 30" RCP <8' Deep	75 EA	\$375.00	\$28,125.00
6	Catch Basin Type W=10'	1 EA	\$16,000.00	\$16,000.00
7	Traffic Control	1 LS	\$5,000.00	\$5,000.00
Subtotal Storm Drain			\$129,150.00	
TOTAL PROPOSAL			\$129,150.00	

AGREEMENT TO PROVIDE ON-CALL CONSTRUCTION REPAIR SERVICES

THIS AGREEMENT is made and entered into this 1st day of December, 2020 by and between Big Ben Engineering (“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: Big Ben Engineering
4790 Irvine Blvd, #105-404
Irvine, CA 92620
Attn: Sepehr Sharifi, 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

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

Sep Sharifi
Name: Sep Sharifi
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

Big Ben Engineering

General Contracting / Development / Project Management

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

Dear Ms. Suter,

Big Ben Engineering has been doing business in Southern California for over 20 years. Big Ben is a General Engineering contractor specializing in wet utility pipeline construction. As a leading professional pipeline contracting company, we have the experience and knowledge you can trust to keep your project running safely, on time, and withing budget. We have completed numerous successful public and private projects to date. We are licensed, insured, bonded and adhere to all local, state and federal regulations when performing our work

We currently have emergency MSA contracts with multiple cities and water districts for all their needs. In addition, we work closely with City of Santa Ana water department for numerous vault and meter replacement projects.

Please see attached lift of our recent projects.

Feel free to contact me with any further questions. In addition, as President of this company, I have full legal authority to bind and sign on behalf of Big Ben Engineering Inc.

Regards,

President

Big Ben Engineering Work Reference

Project Name / Address	Contact Person	Owner	Description	Contract Amount	Completion
Irvine Regional Park Storm Drain Improvements	Jeanine Casiello 714-245-4552	County of Orange	2500' of various Storm Drain pipe Construct Retention Complete Refention Basin.	\$ 2,200,000.00	12/20
Loma Alta Sewer, Water and Street Reconstruction	Tiffany Foo 714-738-6321	City of Fullerton	9000' of PVC Water Main 1200' of VCP Sewer Complete Street Reconstruction	\$ 3,800,000.00	10/20
Walnut Ave. Street Improvements	Youichi Nakagawa 714-744-5572	City of Orange	1400' of DIP Water Main 2000' of VCP Sewer 600' of Storm Drain Complete Street Reconstruction	\$ 1,700,000.00	10/20
Highland PRS Rehab	Danielle Logsdon 714-701-3000	Yorba Linda Water District	Install multiple Pressure Regulating Vaults for 30-Inch CML Pipe	\$ 350,000.00	02/20
Valley Blvd. Infrastructure Improvement	Mike Mitchell 909-721-7111	City of Rialto	1100' of 48" RCP Storm Drain Asphalt and Concrete Street Imp.	\$ 1,000,000.00	02/20
Sierra Madre Annual Water Main Project	Chris Cimino 626-253-1025	City of Sierra Madre	9000' of PVC Water Main Minor Sewer Repair Work	\$ 1,300,000.00	01/20
Covina Starcrest Water System Upgrade	Brandon Chen 626-244-5583	City of Covina	Install new 23,000' of PVC and DIP 300 Water Services 50 Fire Hydrants, Sewer Main Repair	\$ 5,700,000.00	01/20
Bond Basin Storm Drain Repair	Kevin Yamakawa 714-744-5553	City of Orange	Install 60" RCP Storm Drain	\$ 130,000.00	12/19
159th Street Water Main Replacement (Lawndale)	Michael Amimoto 909-544-1433	Golden State Water	Install new 15,000' of 8" PVC 600 Water Services Jack/Bore 7 locations under railroad	\$ 4,100,000.00	12/19
Sewer Main Repair Project	Anthony Reynoso 714-412-1116	City of Fullerton	Various Sewer Repair Projects	\$ 250,000.00	08/19
Mesa-Henderson Storm Drain	Akram Hindiyeh 949-547-0816	City of Villa Park	Install 90-Inch RCP and Structures	\$ 491,000.00	04/19
Bishop Street Water Main Replacement	Adam Ortega 562-360-5342	Golden State Water	Install new 8" Water Main	\$ 267,000.00	04/19
Oakway Ave. Water Main Replacement	Emilio Gutierrez 909-305-5427	Golden State Water	Install new 12" PVC Water Main	\$ 224,000.00	03/19

UCI Medical Center Water Imp.	Tuan Cao 714-489-1294	City of Orange	Install New 16" DIP, service and hydrants	\$	675,600.00	12/18
Batavia Railroad Crossing	Tuan Cao 714-489-1294	City of Orange	New 12" DIP Water Railroad Crossing Jack/Bore Metrolink line	\$	437,705.00	12/18
Water Service Line Replacement Project	Rebecca Li 714-741-5562	City of Garden Grove	Replace 440 Water Services	\$	1,215,322.00	11/18
Quadrant 3A Water Main Replacement	Dennis Parker 909-856-4860	City of Chino	Install 4000' of 8" PVC Water Main, Services and hydrants	\$	985,686.00	09/18
PRS Rehab Phase III	Danielle Logsdon 714-701-3000	Yorba Linda Water District	Install New Pressure Regulating Valves, Vaults and New CML Mainline	\$	710,000.00	09/18
Badillo South Water System Upgrade	Brandon Chen 626-244-5583	City of Covina	Install 8000' of 8" PVC Water Main, services and hydrants	\$	1,292,640.00	07/18
Annual Water Main Renewal Project	Tuan Cao 714-489-1294	City of Orange	Install 21,000' of 12" & 8" PVC Water Main, Service, hydrants and Street Rehab	\$	3,680,000.00	07/18
Santa Clara Water and Sewer	Alex Kazemi 949-295-7578	South Coast Water District	Install three new water and sewer services	\$	90,000.00	05/18
Large Meter and Vault Replacement	Kathia Reyes 714-647-3319	City of Santa Ana	Replace large Water Meter and Vaults	\$	500,000.00	05/18
Skyline Dr. Main Replacement	Garry Amshery 714-264-5018	Golden State Water	Install 8000' of 16" DIP and 12" PVC Water Main	\$	1,205,279.00	04/18
Brookshire Water System Improvements	Lorena Powell 562-904-7110	City of Downey	1000 LF DIP Main and various water Improvements	\$	760,000.00	06/17
PM-16 Vault Replacement	Kyle Snay 909-592-4271	Golden State Water	Replace Vault and 16" Valves	\$	189,000.00	04/17
Centennial Park Water Main Improvements	Mike Ortiz 714-615-0892	City of Santa Ana	23,000 LF 8" PVC Water Mai, Services and hydrants	\$	3,250,000.00	04/17
Gloverdale/Bender Water Main Replacement	Alejandro Flores 909-937-0111	Golden State Water	4,000 LF C900 Main and Services	\$	577,945.00	03/17
McNeil/Walnut Water Main Replacement	Francisco Gutierrez 714-562-3687	City of Buena Park	3,800 LF DIP Main and Services	\$	860,560.00	02/17
Water System Improvement and Street Rehab	Cits Cole 310-525-0675	City of Monterey Park	18,000 LF 8" & 12" DIP Water Main, Services, Hydrants, Pipe Bursting and Complete Street Rehab	\$	4,865,215.00	06/16
Annual Pipeline Renewal Project	Janette Pichay	City of Orange	10,000 LF of Main and Services	\$	1,778,917.88	11/15

Zone 4 Water Improvements	Jason Roehrborn	City of Glendora	8,000 LF of DIP and Services	\$ 1,351,821.12	04/15
Water Main Replacement Street/Sewer Improvements FY 13-14	Eric Villagracia	City of Fullerton	12,000 LF of C900 Main and Services	\$ 2,307,463.69	11/14
IRHP - Master Utility Plan	Charles Michinock	County of Orange	6,000 LF of C900 Water and 5,000 LF of Sewer 2000 LF of Recycled Water Main	\$ 2,177,571.44	04/14

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: Big Ben Engineering
Business Address: 4790 Irvine Blvd. #105-404 Irvine CA 92620
Business E-Mail Address: Sep@bigbenengineering.com
Telephone: 949-400-1800
State Contractor's License No. and Class: A - 774444
License Expiration Date: 02-28-22
State Dept. of Industrial Relations (DIR)
Registration No.: 1000007466
State Dept. of Industrial Relations (DIR)
Registration Expiration Date: 06/30/2022
Signed: 
Title: President

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 Big Ben Engineering

Signature of CONTRACTOR 

Title President
(if an individual, so state)

OWNERSHIP AFFIDAVIT

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

Sepehr Sharifi

, 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: President

Big Ben Engineering

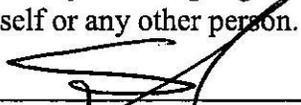
a corporation which is making the foregoing proposal:

JOINT VENTURE

That he is of:

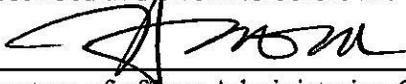
_____ one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

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.

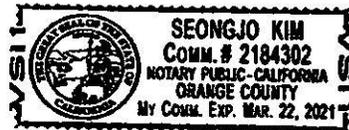


Signature of CONTRACTOR

Subscribed and sworn to before me this 20th day of October 2020



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:

- o Streets, highways including bridge projects: ½% of the bid or \$10,000, whichever is greater
- o 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 Lopez Construction
 License #/Exp. 890389
 DIR Reg. #/Exp. 10000017340
 Location Corona, CA
 Phone 714-436-5018
 Type Of Work Storm Drain Structures
 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. City of Orange
 Name and Address of Owner.
Yovich Nakagawa 714-744-5572
 Name and Telephone Number of person familiar with project.
\$1.7M Storm Drain/Sewer/Water 10/2020
 Contract Amount Type of Work Date Completed

2. City of Rialto
 Name and Address of owner.
Mike Mitchell 909-721-7111
 Name and Telephone Number of person familiar with project.
\$1.2M 48" RCP Storm Drain. 02/2020
 Contract Amount Type of Work Date Completed

3. City of Orange.
 Name and Address of owner.
Kevin Yamakawa.
 Name and Telephone Number of person familiar with project.
\$130K 60" RCP Storm Drain 01/2020
 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.

- Alliant Insurance Services (Surety) - 909-474-8809
Orion Risk Mgmt. (General Liability) - 949-608-4923
KPT Insurance (Work Comp/Auto) - 562-758-3487

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. Riverside County Transportation Department 4080 Lemon St Riverside, CA 92501
 Name and Address of Owner.
Hab Zweede (951) 660-4468
 Name and Telephone Number of person familiar with project.
\$221,000 Storm Drain Structures February 2020
 Contract Amount Type of Work Date Completed

2. Riverside County Flood Control 1995 Market St Riverside CA 92501
 Name and Address of owner.
Ed Boyce (951) 970-7015
 Name and Telephone Number of person familiar with project.
\$410,000 Storm Drain Structures April 2020
 Contract Amount Type of Work Date Completed

3. City of Ontario 303 East B Street Ontario, CA 91764
 Name and Address of owner.
Mark Moreno (909) 730-7493
 Name and Telephone Number of person familiar with project.
\$110,000 SD Structures June 2018
 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.

Rick Schlott Gibson-Hadley Insurance Agency
16363 Hole Ave Riverside CA 92505
(951) 359-0950 RickS@gibsonhadley.com

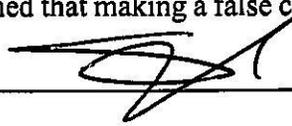
NON-COLLUSION AFFIDAVIT

(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.

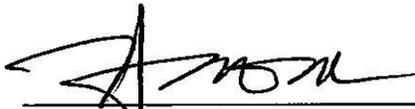
Signed _____



State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 20 day of October, 2020 by Sepehr Amina Sharifi, 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.

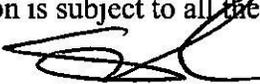
Signed: 
Title: President
Firm: Big Ben Inc.
Date: 10-19-2020

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: 

Title: President
Firm: Big Ben 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:

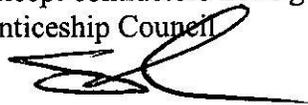
1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry 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: _____

Title: _____

Firm: _____

Date: _____



President

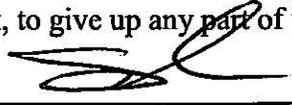
Big Ben Inc.

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: _____



Title: _____

President

Firm: _____

Big Ben 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.

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: _____

President

Firm: _____

Big Ben Inc.

Date: _____

10-19-20

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	\$50.00	\$27,500
2	AC Pavement	130	TN	\$90.00	\$11,700
3	Furnish and Install #6 Pullbox	4	EA	\$500.00	\$2,000
4	Adjust Manhole to Finished Grade	5	EA	\$950.00	\$4,750
5	PCC Curb and Gutter (Type A-2-8)	100	LF	\$90.00	\$9,000
6	Signing and Striping	1	LS	\$2,000	\$2,000
7	Traffic Control Work	1	LS	\$2,500	\$2,500

Sample Task Order B - Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	\$50.00	\$27,500
2	PCC Sidewalk (T=4")	2,500	SF	\$12.00	\$30,000
3	PCC Curb Ramp	3,000	SF	\$15.00	\$45,000
4	PCC Curb and Gutter (Type A-2-8)	100	LF	\$90.00	\$9,000
5	Furnish and Install #6 Pullbox	4	EA	\$500.00	\$2,000
6	Adjust Manhole to Finished Grade	5	EA	\$950.00	\$4,750
7	Catch Basin (Type "B," W=10')	1	EA	\$15,000	\$15,000
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF	\$250.00	\$18,750
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF	\$100.00	\$5,000
10	Guard Rail Replacement Termination (Caltrans)	1	EA	\$2,000.00	\$2,000
11	Remove and Replace Chain Link R/W Fence	50	LF	\$75.00	\$3,750
12	Concrete Barrier Type 836 (Caltrans)	50	LF	\$1,000	\$50,000
13	Traffic Control Work	1	LS	\$2,500	\$2,500

Sample Task Order C - Stormdrain					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	50.00	27,500
2	AC Pavement	130	TN	90.00	11,700
3	Remove and Replace 18" Corrugated Metal Pipe (CMP)	75	LF	250.00	18,750
4	Remove and Replace 18" Reinforced Concrete Pipe (RCP)	75	LF	275.00	20,625
5	Remove and Replace 30" Reinforced Concrete Pipe (RCP)	75	LF	275.00	20,625
6	Catch Basin (Type "B," W=10')	1	EA	15,000	15,000
7	Traffic Control Work	1	LS	2,500	2,500

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.

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
villegas@santa-ana.org

Vicente Sarmiento
Ward 1
vsarmiento@santa-ana.org

David Peneloza
Ward 2
dpeneloza@santa-ana.org

Jose Solorio
Ward 3
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Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Nelida Mendoza
Ward 6
nmendoza@santa-ana.org

25G-181

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 13, 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 13, 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.

MAYOR
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MAYOR PRO TEM
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CITY MANAGER
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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
jvillegas@santa-ana.org

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Ward 4
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Nelida Mendoza
Ward 6
nmendoza@santa-ana.org

25G-183

**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

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- 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.

EXHIBIT C

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	\$50.00	\$27,500
2	AC Pavement	130	TN	\$90.00	\$11,700
3	Furnish and Install #6 Pullbox	4	EA	\$500.00	\$2,000
4	Adjust Manhole to Finished Grade	5	EA	\$950.00	\$4,750
5	PCC Curb and Gutter (Type A-2-8)	100	LF	\$90.00	\$9,000
6	Signing and Striping	1	LS	\$2,000	\$2,000
7	Traffic Control Work	1	LS	\$2,500	\$2,500

Sample Task Order B - Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	\$50.00	\$27,500
2	PCC Sidewalk (T=4")	2,500	SF	\$12.00	\$30,000
3	PCC Curb Ramp	3,000	SF	\$15.00	\$45,000
4	PCC Curb and Gutter (Type A-2-8)	100	LF	\$90.00	\$9,000
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7	Catch Basin (Type "B," W=10')	1	EA	\$15,000	\$15,000
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10	Guard Rail Replacement Termination (Caltrans)	1	EA	\$2,000.00	\$2,000
11	Remove and Replace Chain Link R/W Fence	50	LF	\$75.00	\$3,750
12	Concrete Barrier Type 836 (Caltrans)	50	LF	\$1,000	\$50,000
13	Traffic Control Work	1	LS	\$2,500	\$2,500

Sample Task Order C - Stormdrain					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	50.00	27,500
2	AC Pavement	130	TN	90.00	11,700
3	Remove and Replace 18" Corrugated Metal Pipe (CMP)	75	LF	250.00	18,750
4	Remove and Replace 18" Reinforced Concrete Pipe (RCP)	75	LF	275.00	20,625
5	Remove and Replace 30" Reinforced Concrete Pipe (RCP)	75	LF	275.00	20,625
6	Catch Basin (Type "B," W=10')	1	EA	15,000	15,000
7	Traffic Control Work	1	LS	2,500	2,500

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.

AGREEMENT TO PROVIDE ON-CALL CONSTRUCTION REPAIR SERVICES

THIS AGREEMENT is made and entered into this 1st day of December, 2020 by and between Palp Inc. dba Excel Paving Company (“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 incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Contractor is one of 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: Palp Inc. dba Excel Paving Company
2220 Lemon Avenue
Long Beach, CA 90806
Attn: Curtis P. Brown III, 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

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

Curtis P. Brown, III
Name: Curtis P. Brown, III
Title: President, PALP Inc.
DBA Excel Paving Company

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

PALP INC. DBA EXCEL PAVING COMPANY

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	\$195	\$107,250
2	AC Pavement	130	TN	\$150	\$19,500
3	Furnish and Install #6 Pullbox	4	EA	\$800	\$3,200
4	Adjust Manhole to Finished Grade	5	EA	\$900	\$4,500
5	PCC Curb and Gutter (Type A-2-8)	100	LF	\$120	\$12,000
6	Signing and Striping	1	LS	\$7,000	\$7,000
7	Traffic Control Work	1	LS	\$34,000	\$34,000

Sample Task Order B - Concrete Paving					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	\$195	\$107,250
2	PCC Sidewalk (T=4")	2,500	SF	\$16	\$40,000
3	PCC Curb Ramp	3,000	SF	\$42	\$126,000
4	PCC Curb and Gutter (Type A-2-8)	100	LF	\$120	\$12,000
5	Furnish and Install #6 Pullbox	4	EA	\$800	\$3,200
6	Adjust Manhole to Finished Grade	5	EA	\$900	\$4,500
7	Catch Basin (Type "B," W=10')	1	EA	\$12,000	\$12,000
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF	\$340	\$25,500
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF	\$123	\$6,150
10	Guard Rail Replacement Termination (Caltrans)	1	EA	\$8,200	\$8,200
11	Remove and Replace Chain Link R/W Fence	50	LF	\$100	\$5,000
12	Concrete Barrier Type 836 (Caltrans)	50	LF	\$500	\$25,000
13	Traffic Control Work	1	LS	\$43,000	\$43,000

PALP INC. DBA EXCEL PAVING COMPANY

Sample Task Order C - Stormdrain					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	\$195	\$107,250
2	AC Pavement	130	TN	\$150	\$19,500
3	Remove and Replace 18" Corrugated Metal Pipe (CMP)	75	LF	\$310	\$23,250
4	Remove and Replace 18" Reinforced Concrete Pipe (RCP)	75	LF	\$320	\$24,000
5	Remove and Replace 30" Reinforced Concrete Pipe (RCP)	75	LF	\$340	\$25,500
6	Catch Basin (Type "B," W=10')	1	EA	\$12,000	\$12,000
7	Traffic Control Work	1	LS	\$35,000	\$35,000

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.

**Time Material Rates for Excel Paving and Subcontractors
On-Call Emergency AC, Concrete, and Stormdrain Repair Services, RFP #: 20-106**

Excel Paving T&M Rates		Ace Fence T&M Rates		Cal-Stripe T&M Rates		AM Concrete T&M Rates	
Description	Cost / HR	Description	Cost / HR	Description	Cost / HR	Description	Cost / HR
Labor	\$ 99.00	Foreman	\$ 95.00	Apprentice	\$ 75.00	Cement Mason Foreman	\$ 113.00
Labor	\$ 93.00	Journeyman	\$ 92.00	Journeyman 1	\$ 92.00	Cement Mason	\$ 99.00
Labor	\$ 72.00	Apprentice 6	\$ 72.00	Journeyman 2	\$ 93.00	Laborer Group 2	\$ 92.00
Labor	\$ 74.00	Apprentice 5	\$ 69.00	Journeyman 3	\$ 95.00	Laborer Group 1	\$ 91.00
Labor	\$ 80.00	Apprentice 4	\$ 62.00	Journeyman 4	\$ 97.00		
Labor	\$ 78.00	Apprentice 3	\$ 56.00	Journeyman 4F	\$ 101.00		
Equipment	\$ 50.00	truck	\$ 56.00	2019 Peterbuilt Paint Stripper	\$ 140.00	Foreman Truck	\$ 47.00
Equipment	\$ 45.00	auger	\$ 140.00	2018 Pavement Marker Truck	\$ 144.00	Tool Truck	\$ 47.00
Equipment	\$ 150.00	bobcat	\$ 49.00	Thermoplastic Road Stripper	\$ 306.00	Form Truck	\$ 56.00
Equipment	\$ 30.00	compressor	\$ 78.00	Thermoplastic Stencil Truck	\$ 126.00		
Equipment	\$ 160.00	MBGR equip.	\$ 152.00	Water Blaster	\$ 462.00		
Equipment	\$ 85.00	core drill	\$ 35.00	2012 Ford Stakebed	\$ 54.00		
Equipment	\$ 68.00	generator	\$ 20.00	Case Skid Steer Loader	\$ 46.00		
Equipment	\$ 80.00	trailer	\$ 20.00	Schibeci Planer (Grinding Head)	\$ 18.00		
Equipment	\$ 85.00	jack hammer	\$ 16.00	TYMCO Sweeper	\$ 200.00		
Equipment	\$ 40.00	mixer	\$ 8.00	2014 Kenworth Dump Truck	\$ 101.00		

Any Labor or Equipment not listed above will be billed per Company's (Excel's and subs') standard T&M rates.

The Labor rates are only for regular business hours from 7:00 am to 5:00 pm Monday through Friday.

Anytime outside of regular business hours of operation will be considered after hours/weekends.

After hours work includes overtime, double-time, and/or holiday time, and will be billed per actual premium time rates.

The Labor rates are good through June 30, 2021. Excel will submit revised Labor rates on July 1, 2021.

All material costs will be added to the cost proposal per actual invoices.

Excel Paving will add the following mark-ups to the costs:

Category	Mark-up %
Labor	20%
Equipment	15%
Material-except Concrete	10%
Material-Concrete	15%
Sub (first \$5,000)	10%
Sub (over \$5,001)	5%
Bond	1%

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: PALP, INC DBA EXCEL PAVING

Business Address: 2230 LEMON AVE
LONG BEACH, CA 90806

Business E-Mail Address: estimating@excelpaving.net

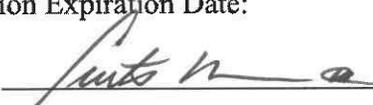
Telephone: 562) 599-5841

State Contractor's License No. and Class: STATE LIC# 688659
A, C12, C31

License Expiration Date: 5/31/2022

State Dept. of Industrial Relations (DIR)
Registration No.: 1000003331

State Dept. of Industrial Relations (DIR)
Registration Expiration Date: 6/30/2022

Signed: 

Title: Curtis P. Brown III President

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 PALP, INC DBA
EXCEL PAVING COMPANY

Signature of CONTRACTOR 

Title Curtis P. Brown III President
(if an individual, so state)

OWNERSHIP AFFIDAVIT

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

Curtis P. Brown III

, 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: **PRESIDENT** **PALP, INC DBA**
EXCEL PAVING COMPANY

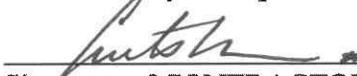
a corporation which is making the foregoing proposal:

JOINT VENTURE

That he is of:

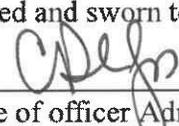
_____ one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

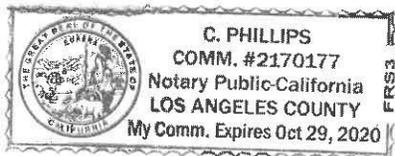
that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person.


Signature of CONTRACTOR

Curtis P. Brown III
President

Subscribed and sworn to before me this _____ day of OCT - 1 2020 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:

- o Streets, highways including bridge projects: ½% of the bid or \$10,000, whichever is greater
- o 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 A M Concrete
 License #/Exp. 446850 9/30/21
 DIR Reg. #/Exp. 1000006525 6/30/21
 Location Westlake Village Ca
 Phone 818 362 8300
 Type Of Work CONCRETE
 Amount \$ TBD

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

Name CAL - Stripe
 License #/Exp. 685387 1/31/22
 DIR Reg. #/Exp. 1000001100 6/30/22
 License # 685387
 Location SAN BERNARDINO Ca
 Phone 909 884 7170
 Type Of Work Striping
 Amount \$ TBD

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

Name ACE FENCE
 License #/Exp. 996577 9/30/22
 DIR Reg. #/Exp. 1000004092 6/30/22
 License # 996577
 Location LA Puente Ca
 Phone (626) 333 0727
 Type Of Work FENCE
 Amount \$ TBD

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


 Signature of CONTRACTOR

Curtis P. Brown III
 President

SEE ATTACHED

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.

RAPP Sureties
120 Vantis Ave
Aliso Viejo CA
949) 540 6770

PALP INC. DBA EXCEL PAVING COMPANY - PROJECT REFERENCES

Job #	Job Name	Agency	Address	City	Zip Code	Contact	Phone	Email	Start	Complete	Contract \$
5443	Long Beach Blvd. Ph. 2	Lynwood	11330 Bullis Rd	Lynwood	90262	Antonio Perez	(310) 803-0220	aperez@lynwood.ca.us	03/27/17	11/30/18	\$ 3,128,879
5503	Baranca Channel, Irvine	OCPW	1152 E Fruit St	Santa Ana	92701	Bruce Poma	714-955-0214	bruce.poma@ocpw.ocgov.com	08/09/18	08/10/18	\$ 1,000,000
5510	Del Obispo	San Juan Capistrano	32400 Paseo Adelanto	San Juan Capistrano	92675	Paul Meshkin	(949) 493-1711		05/15/18	10/15/18	\$ 1,489,801
5535	Silverado Canyon Bridge Maintenance	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	TBD	TBD	\$ 441,177
5548	Uptown Parking Lot	Whittier	13230 Penn Street	Whittier	90602	Alfredo Hernandez	562-587-9512	ahernandez@cityofwhittier.org	04/01/18	10/01/18	\$ 929,734
5553	Various St Pavement Rehab	Compton	205 S Willowbrook Ave	Compton	90220	Peter Salgado	949-232-6281	Peter.Salgado@nvs.com	03/04/19	07/01/19	\$ 1,614,000
5564	Silverado Canyon	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	05/01/18	08/01/18	\$ 1,175,877
5570	SRTS/Kansas Ave	Santa Monica	1437 4th, Suite 300	Santa Monica	90401	Brian Ochoa	(310) 486-9632	Brian.Ochoa@SMGOV.NET	09/10/18	02/27/19	\$ 554,971
5572	OSMC Lot	Ontario	1425 S Bon View Ave	Ontario	91764	Steve Gratwick	(909) 395-7680	SGratwick@ontario.ca.gov	09/10/18	02/27/19	\$ 2,649,321
5585	Live Oak / Trabuco	ACC / OC	2990 Bay Vista Ct.	Benicia	94510	Doug Van Nole	(707) 742-6442	dvannote@accbuild.com	09/15/18	TBD	\$ 379,870
5590	Century Blvd Mobilization	Inglewood	One W Manchester Blvd	Inglewood	90301	Hunter Nguyen	310-412-768	hunter@cityofingewood.org	10/30/18	TBD	\$ 18,422,376
5593	Commercial Streets Rehab	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Daniel Guezo	310-318-0661	Daniel.Guezo@Redondo.org	12/14/18	03/29/19	\$ 1,542,925
5596	Street Improvements	San Clemente	910 Calle Negocio, Suite 100	San Clemente	92673	Gary Voborsky	949-361-6132	voborskyg@san-clemente.org	12/14/18	03/29/19	\$ 1,542,925
5599	El Modena - Irvine Channel Rehab	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	10/01/18	TBD	\$ 2,795,308
5601	City of Torrance SSP	Torrance	20500 Madrona Ave	Torrance	90503	Brenda Moun	310-618-3049	bmoun@torrance.ca.gov	01/02/19	12/31/19	\$ 2,889,988
5604	Great Street Impvts	San Gabriel	917 E. Grand Ave	San Gabriel	91778	Szeka "Angela" Cheng	626.308.2825	scheng@sgch.org	03/04/19	08/20/19	\$ 1,445,902
5614	Frazier St Improvements	Baldwin Park	14403 E. Pacific Ave	Baldwin Park	91706	Chase Fidler	(626) 960-4011	cfidler@baldwinpark.com	01/07/18	TBD	\$ 1,027,574
5618	Maitlink Parking Lot Ph 2	Rialto	150 S. Palm Ave	Rialto	92376	Jeff Schafer	909-820-2531	jschafer@rialto.ca.gov	03/01/19	01/22/20	\$ 1,078,852
5620	DTLA Bus Layover Project	Foothill Transit	100 S Vincent Ave, Ste 200	West Covina	91790	Vincent Saucedo	626-931-7266	vsaucedo@foothilltransit.org	01/14/19	05/01/19	\$ 723,795
5623	San Fernando Road Improvements	San Fernando	17 Macneil St	San Fernando	91340	Manuel Fabian	818-898-1243	mfabian@sfcity.org	02/01/19	05/31/19	\$ 309,903
5624	Avenida Palizada Sidewalk	San Clemente	910 Calle Negocio, Suite 100	San Clemente	92673	Gary Voborsky	949-361-6132	voborskyg@san-clemente.org	02/18/19	05/01/19	\$ 540,738
5627	Street and Drainage Improvement	Santa Monica	1437 4th Street, Suite 300	Santa Monica	90401	Brian Ochoa	310-458-8721	brian.ochoa@smgov.net	08/01/19	03/31/20	\$ 784,784
5628	Pavement Rehab	Bell	6330 Pine Avenue	Bell	90201	Gregory Lindsay	323-923-2626	glindsay@cityofbell.org	03/04/19	05/01/19	\$ 1,384,548
5630	Annual Paving, SNAP Lot	Santa Monica	1437 4th Street Suite 300	Santa Monica	90401	Jason Hoang	310-458-2201	Jason.Hoang@SMGOV.NET	11/15/19	TBD	\$ 3,967,565
5631	West Seaside Way	Long Beach	333 W. Ocean Blvd	Long Beach	90802	George Ker	562-570-6525	george.ker@longbeach.gov	07/22/19	TBD	\$ 1,199,199
5632	Inglewood Ave. and Flagler Lane	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Daniel Guezo	310-318-0661	Daniel.Guezo@Redondo.org	09/03/19	01/17/20	\$ 1,187,801
5633	Midway City North AC Repairs	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	06/10/19	10/31/19	\$ 1,035,309
5634	Van Ness Ave	Inglewood	One W Manchester Blvd	Inglewood	90301	Hunter Nguyen	310-412-768	hunter@cityofingewood.org	07/29/19	02/28/20	\$ 898,800
5635	Edinger Avenue Improvements	Huntington Beach	2000 Main Street	Huntington Beach	92648	Joe Fuentes	714-536-5259	jfuentes@surfcity-hb.org	07/01/19	02/29/20	\$ 2,916,192
5636	Whittier Blvd / Hacienda Rd Intersection	La Habra	110 E. La Habra Blvd.	La Habra	90631	Cesar Rangel	(562) 383-4151	crangel@lahabra.ca.gov	TBD	TBD	\$ 1,693,265
5637	County of Orange - Pavement Maintenance	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	TBD	TBD	\$ 2,490,000
5638	Street Rehab	Calabasas	100 Civic Center Way	Calabasas	91302	Alba Lemus	818-224-1677	alemus@cityofcalabasas.com	TBD	TBD	\$ 868,932
5680	Zone 1 Street Slurry Seal and Rehab	Laguna Beach	505 Forest Ave	Laguna Beach	92651	Tom Sandefur	949-497-3311	tsandefur@lagunabeachcity.net	08/01/19	03/01/20	\$ 1,216,729
5685	Street and Alley Improvements	Beverly Hills	455 N. Rexford	Beverly Hills	90210	Manu Paul Dhaliwal	310-285-2513	mdhaliwal@beverlyhills.org	09/23/19	01/31/20	\$ 7,768,966
5686	Annual Street Resurfacing	San Fernando	117 Macneil St	San Fernando	91340	Manuel Fabian	(618) 898-1243	mfabian@sfcity.org	11/25/19	07/08/20	\$ 2,094,776
5690	I-605 Hot Spot	Pico Rivera	6615 Passons Blvd	Pico Rivera	90660	Chris Baca	(310) 502-6335	cbaca@wildan.com	11/25/19	07/08/20	\$ 5,257,894
5692	Residential Street Rehab	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Robert Valle	(714) 245-4525	Lauren.Sablan@Redondo.org	12/02/19	06/01/20	\$ 4,688,777
5696	Laguna Niguel Regional Park	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	11/12/19	11/12/20	\$ 1,894,609
5698	County of Orange - General Engineering	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	11/12/19	11/12/20	\$ 2,490,000
5701	Traffic Management System - SUB to Ferreira	Azusa	213 E. Foothill Blvd	Azusa	91702	Christina Currel	626-812-5248	ccurrel@azusaca.gov	01/21/20	06/30/20	\$ 1,978,872
5715	Northwest Infrastructure	Monrovia	600 S Mountain Ave	Monrovia	91016	Sean Sullivan	(626) 932-5522	ssullivan@ci.monrovia.ca.us	05/26/20	TBD	\$ 9,679,293

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 Redondo Beach, 415 Diamond St, Redondo Beach, CA 90277 (310)372-1171
Name and Address of Owner.

<u>Name and Telephone Number of person familiar with project.</u>		
<u>\$920,749.25</u>	<u>curb, gutter, sidewalk, access ramp</u>	<u>on going</u>
Contract Amount	Type of Work	Date Completed

2. City of Santa Monica, 1437 4th St Suite 300, Santa Monica, CA 90401 (310)458-8411
Name and Address of owner.

<u>Name and Telephone Number of person familiar with project.</u>		
<u>\$69,878.45</u>	<u>curb, gutter, x gutter, sidewalk, driveway</u>	<u>4/17/2020</u>
Contract Amount	Type of Work	Date Completed

3. City of San Clemente, 910 Calle Negocioi St 100, San Clemente, CA 92673 (949)361-8200
Name and Address of owner.

<u>Name and Telephone Number of person familiar with project.</u>		
<u>\$65,739.00</u>	<u>curb, gutter, sidewalk curb ramp</u>	<u>7/30/2019</u>
Contract Amount	Type of Work	Date Completed

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

Alliant Insurance Services, Inc. 333 S. Hope St Suite 3750, Los Angeles, CA 90071, Michelle Stevens (213)443-2461

Venbrook, 11512 El Camino Real, Suite 120, San Diego, CA 92130, Brooke LaFrenz (858)764-7447

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. County of Riverside Department of Transportation
 Name and Address of Owner.
J. Bovelli 951-201-2631 (Harrison st e San Jacinto)
 Name and Telephone Number of person familiar with project.
522,522 - Striping & Signing 8/2020
 Contract Amount Type of Work Date Completed

2. City of Fullerton
 Name and Address of owner.
Juan Zavala 714-738-6322 (Citywide Bicycle & Ped Imp)
 Name and Telephone Number of person familiar with project.
549,895 Signing & Striping 10/2019
 Contract Amount Type of Work Date Completed

3. City of Lancaster - 2020 Thermoplastic Striping Refresh
 Name and Address of owner.
Michael Cunningham - 661-723-6000
 Name and Telephone Number of person familiar with project.
338,167 Striping 10/2020
 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.

Alliant Insurance Services, Inc.
701 B. Street 6th Floor
San Diego, CA 92101
619-849-3857

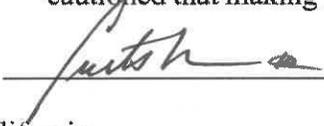
NON-COLLUSION AFFIDAVIT

(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.

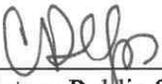
Signed _____



Curtis P. Brown III
President

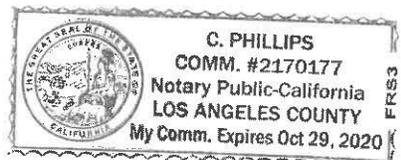
State of California
County of **Los Angeles**

Subscribed and sworn to (or affirmed) before me on this OCT - 1 2020 day of _____, 20__, by Curtis P. Brown III, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me



Notary Public Signature

Notary Public Seal



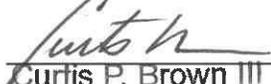
NON-LOBBYING CERTIFICATION

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:  _____
Curtis P. Brown III President

Title: _____

Firm: PALP, INC DBA
EXCEL PAVING COMPANY

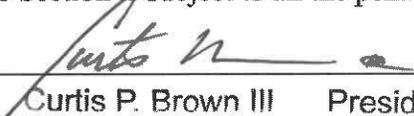
Date: OCT - 1 2020

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: 
Curtis P. Brown III President

Title: _____

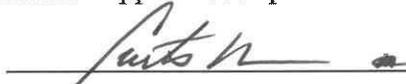
Firm: PALP, INC DBA
EXCEL PAVING COMPANY

Date: OCT - 1 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:

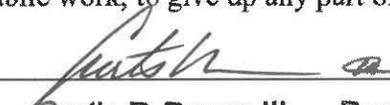
1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry 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: 
Title: Curtis P. Brown III President
Firm: PALP, INC DBA
EXCEL PAVING COMPANY
Date: OCT - 1 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:



Title:

Curtis P. Brown III President

Firm:

PALP, INC DBA
EXCEL PAVING COMPANY

Date:

OCT - 1 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: 
Title: Curtis P. Brown III President
Firm: PALP, INC DBA
EXCEL PAVING COMPANY
Date: OCT - 1 2020

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Juan Villegas
COUNCILMEMBERS
Phil Bacerra
Nelida Mendoza
David Penelozo
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
villegas@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

25C-229

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Juan Villegas
COUNCILMEMBERS
Phil Bacerra
Nelida Mendoza
David Penelozza
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

25G-230

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 Penelozza
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

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