REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:	CLERK OF COUNCIL USE ONLY:
NOVEMBER 17, 2020	
TITLE:	APPROVED
APPROVE AN APPROPRIATION ADJUSTMENT AND AWARD A CONSTRUCTION CONTRACT TO ALL CITIES ENGINEERING, INC. IN THE AMOUNT OF \$2,563,351 FOR THE SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT PROJECT WITH AN ESTIMATED PROJECT DELIVERY COST OF \$3,332,355 (PROJECT NO. 15-6446) (NON-GENERAL FUND)	 As Recommended As Amended Ordinance on 1st Reading Ordinance on 2nd Reading Implementing Resolution Set Public Hearing For
(**************************************	CONTINUED TO
/s/ Kristine Ridge CITY MANAGER	FILE NUMBER

RECOMMENDED ACTION

- Approve an appropriation adjustment recognizing \$1,832,355 in the Water Fund, Public Works Water Revenue, Prior Year Carry Forward account, and appropriating the same amount into the Acquisition & Construction, Water Utility Capital Projects, Water Capital Project expenditure account.
- 2. Approve an amendment to the Fiscal Year 2020-21 Capital Improvement Program to include \$937,355 in construction funds for the St. Gertrude and Grand Avenue Water Main Replacement Project.
- 3. Award a construction contract to All Cities Engineering, Inc., the lowest responsible bidder, in accordance with the base bid in the amount of \$2,563,351, for construction of Saint Gertrude and Grand Avenue Water Main Replacement Project, for the term beginning November 17, 2020 and ending upon project completion, and authorize the City Manager to execute the contract subject to non-substantive changes approved by the City Manager and the City Attorney.
- 4. Approve the Project Cost Analysis for a total estimated construction delivery cost of \$3,332,355, which includes \$2,563,351 for the construction contract, \$384,504 for contract administration, inspection, and testing; and a \$384,500 project contingency for unanticipated or unforeseen work.

Award Contract All Cities Engineering, Inc. November 17, 2020 Page 2

DISCUSSION

Public Works Water Resources staff monitors the condition of water main pipelines by assessing critical factors such as history of breaks, pipe size, alignment, location, and system redundancy to determine replacement priorities. The existing 8-inch diameter cast iron water main located at Saint Gertrude, Grand Avenue, Santa Fe Street, Eastwood Street, and Hathaway Street, which was installed in the 1960s, has been experiencing a number of significant breaks and leaks, and has been identified for priority replacement (Exhibit 1).

The proposed water system improvements will include a new 8-inch and 12-inch polyvinyl chloride (PVC) water main, fire hydrants, water services, appurtenances, asphalt concrete pavement, and traffic striping. Once this project is completed, not only will water service reliability and general service quality improve significantly; but the ride quality, surface drainage, and appearance of the neighborhoods will improve (Exhibit 2).

Public Outreach and Contractor Participation

To provide an opportunity for local vendors to submit bids, a Notice Inviting Bids was advertised in the Orange County Register newspaper on September 10 and September 11, 2020. The project was also advertised in PlanetBids from September 9, 2020 through October 6, 2020. Bids were received electronically via PlanetBids, on October 6, 2020.

A total of 266 vendors, including vendors in the City of Santa Ana, were notified of the project via PlanetBids. Sixty-eight vendors requested bidding documents and eleven bids were received. No bids were received from Santa Ana contractors.

Bid Results Summary

Rank	Bidder Name	Location	Base Bid
1	All Cities Engineering, Inc.	Jurupa Valley	\$2,563,351
2	Lonerock, Inc.	Irvine	\$2,608,625
3	CHI Construction	Anaheim	\$2,898,212
4	Stephen Doreck Equipment Rentals, Inc.	Pico Rivera	\$3,109,478
5	O'Duffy Bros Inc.	Romoland	\$3,127,166
6	J. A. Salazar Construction & Supply Corp.	La Habra	\$3,140,869
7	Ferreira Coastal Construction Company	Rancho Cucamonga	\$3,141,722
8	Excel Paving Co	Long Beach	\$3,143,045
9	Colich & Sons L.P.	Gardena	\$3,158,649
10	MNR Construction Inc.	La Verne	\$3,477,700
11	TE Roberts Inc.	Orange	\$3,833,325

Award Contract All Cities Engineering, Inc. November 17, 2020 Page 3

A total of 11 bids were received and all were deemed responsive. All Cities Engineering, Inc., submitted the lowest responsive bid in the amount of \$2,563,351 (Exhibit 3). Based on the bid analysis and a contractor reference check, staff recommends awarding the construction contract to All Cities Engineering, Inc., in the bid amount (Exhibit 4).

Project Delivery

To deliver a complete project, in addition to the construction contract, the estimated total project delivery cost includes construction administration, inspection, and testing, along with an allowance for contingencies to account for unexpected or unforeseen conditions. Construction administration and inspection includes construction management; implementation of the City's Community Workforce Agreement requirements; inspection of the Contractor's work to ensure contract compliance, workmanship, and quality; and materials testing. As indicated in the Cost Analysis (Exhibit 5) and as summarized in the table below, the estimated total construction delivery cost of the project is \$3,332,355.

Project Item	Total
Construction Contract	\$2,563,351
Construction Administration, Inspection, Testing	\$384,504
Contingencies	\$384,500
Total Construction Delivery Cost	\$3,332,355

ENVIRONMENTAL IMPACT

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review. Categorical Exemption Environmental Review No. ER-2020-27 was filed for the project.

FISCAL IMPACT

As indicated in the Cost Analysis, the estimated total construction delivery cost of the project is \$3,332,355, which includes construction, contract administration, inspection, testing, design engineering, and an authorized contingency of \$384,500. Approval of the Appropriation Adjustment will recognize \$1,832,355 in Public Works Water Revenue, Prior Year Carryforward account (No. 06017002-50001) and appropriate the same amount into the Acquisition & Construction Fund, Water Utility Capital Projects, Water Capital Project expenditure account (No. 06617647-66301). The following table summarizes the Funds budgeted for expenditure to deliver construction of this project:

Fiscal Year	Accounting Unit - Account No. (Project No.)	Fund Description	Accounting Unit - Account No. Description	Amount
APPROPRI	ATION ADJUSTME	NT	-	
2020-21	\$1,832,355			
EXISTING	PROJECT FUNDING	3		
2020-21	06617647-66301 (15-6446)	Acquisition & Construction	Water Utility Capital Projects, Water Capital Project	\$1,500,000
			Total	\$3,332,355

All Funds are scheduled for expenditure in Fiscal Year 2020/21.

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

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

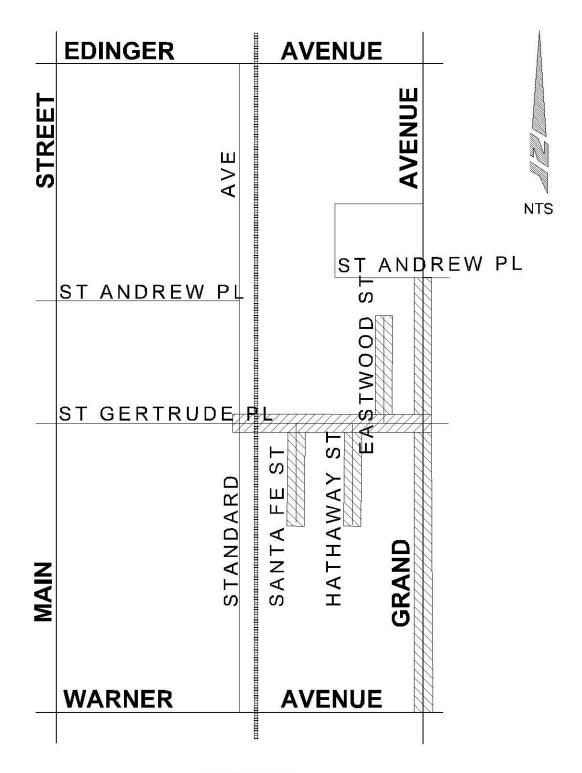
Exhibits: 1. Location Map

Project Plan
 Bid Proposal

4. Construction Contract

5. Cost Analysis

6. FY 2020-21 CIP Project Sheet



VICINITY MAP



PROJECT LOCATION



PROJECT 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

20B-5



PUBLIC WORKS AGENCY

SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT: PROJECT NO. 15-6446

SAINT GERTRUDE PLACE: FROM STANDARD AVENUE TO GRAND AVENUE EASTWOOD STREET: FROM SAINT GERTRUDE TO END OF CUL DE SAC HATHAWAY STREET: FROM SAINT GERTRUDE TO END OF CUL DE SAC GRAND AVENUE: FROM WARNER AVENUE TO SAINT ANDREW PLACE SANTA FE STREET: FROM SAINT GERTRUDE TO END OF CUL DE SAC





	SHEET INDEX
SHT	DESCRIPTION
-	TITLE SHEET
N	GRAND AVENUE - WARNER AVE TO STA, 18+00
m	CRAND AVENUE - STA, 18+00 TO STA, 27+00
च	GRAND AVENUE / SAINT GERTRUDE - STA, 27-cc TO STA, 29-00 / STANDARD AVE TO
10	SAINT GERTRUDE - STA, 14+50 TO STA, 23+50
9	SAINT GERTRUDE - STAL 23+50 TO GRAND AVE
,	EASTWOOD STREET - SAINT GERTRUDE TO END OF CUL DE SAC
90	HATHAWAY STREET - SAINT GETRUDE TO END OF CUL DE SAC
Q3	SANTA FE STREET - SAINT GERTRUDE TO GND OF CUL DE SAC
10	WATER DETAILS
11	LINESTOPDETALS
12	PAVEMENT DETAILS

ELEVATIONS SHOWN ARE IN PEET ABOVE U.S.C. & G.S. MEAN SEALEVEL = O.C.S. DATUM

GENERAL NOTES:



APPROVALS

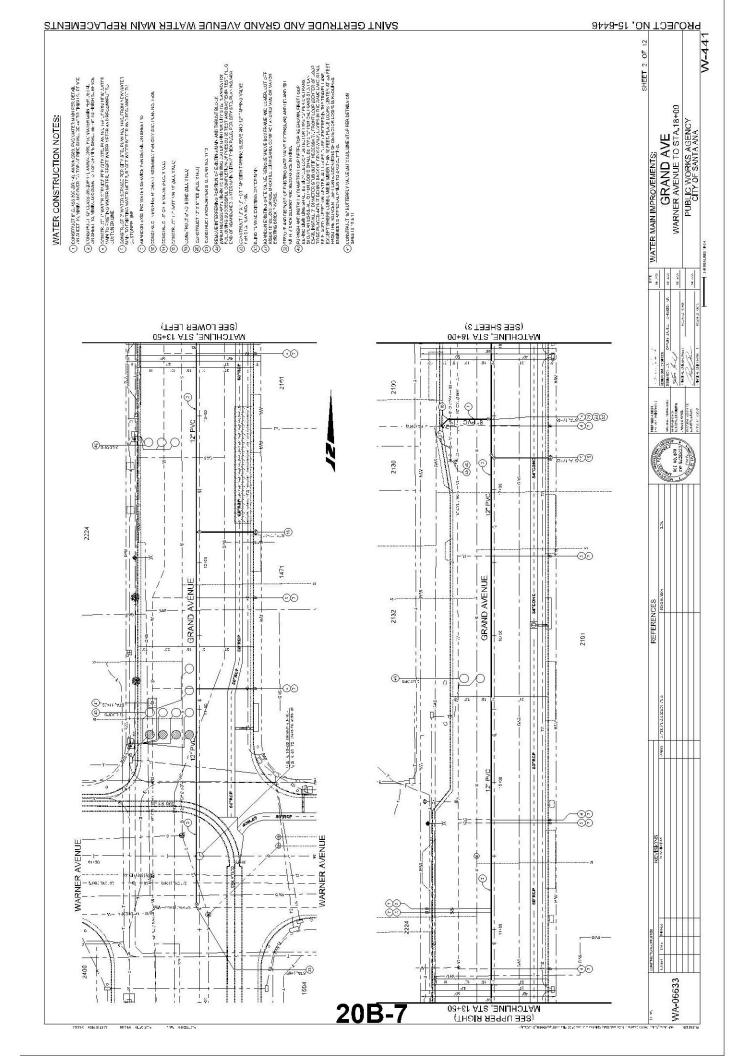
R.C.E. NO. 87111 6 BATE

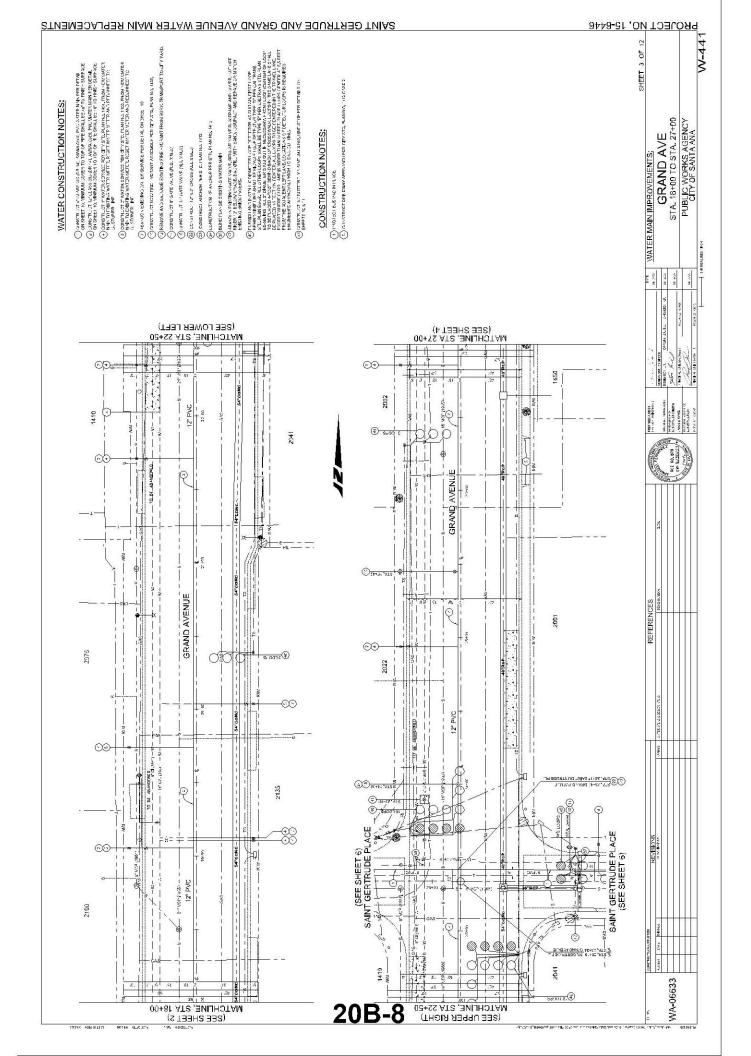
AVENUE

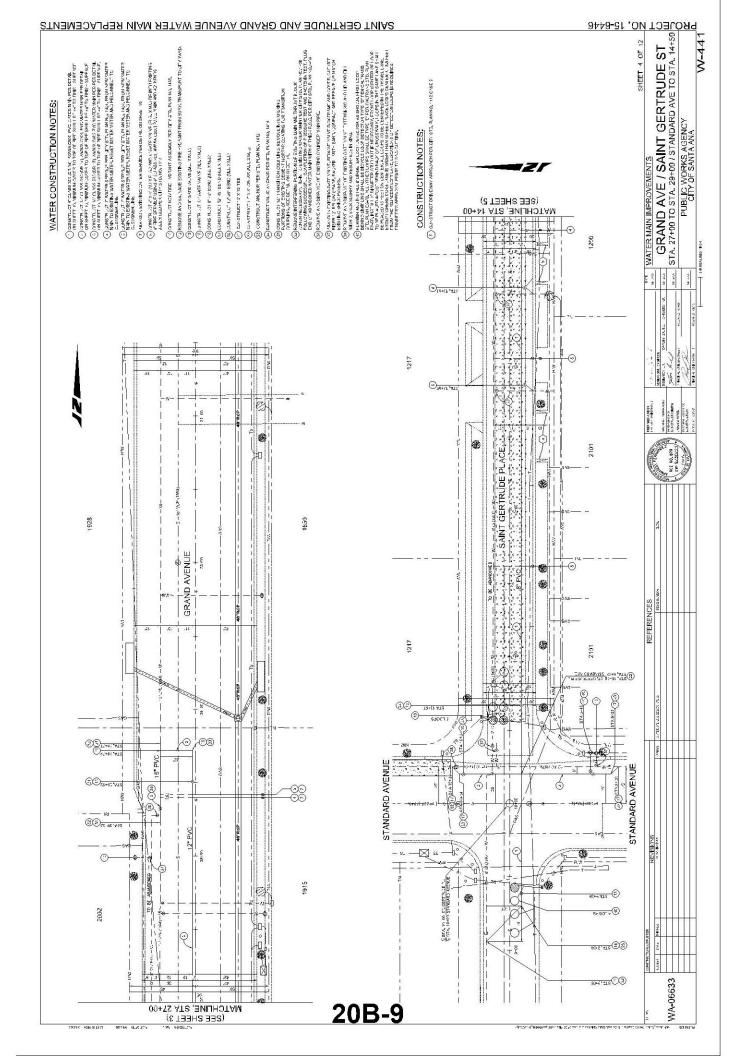
PROJECT LOCATION MAP

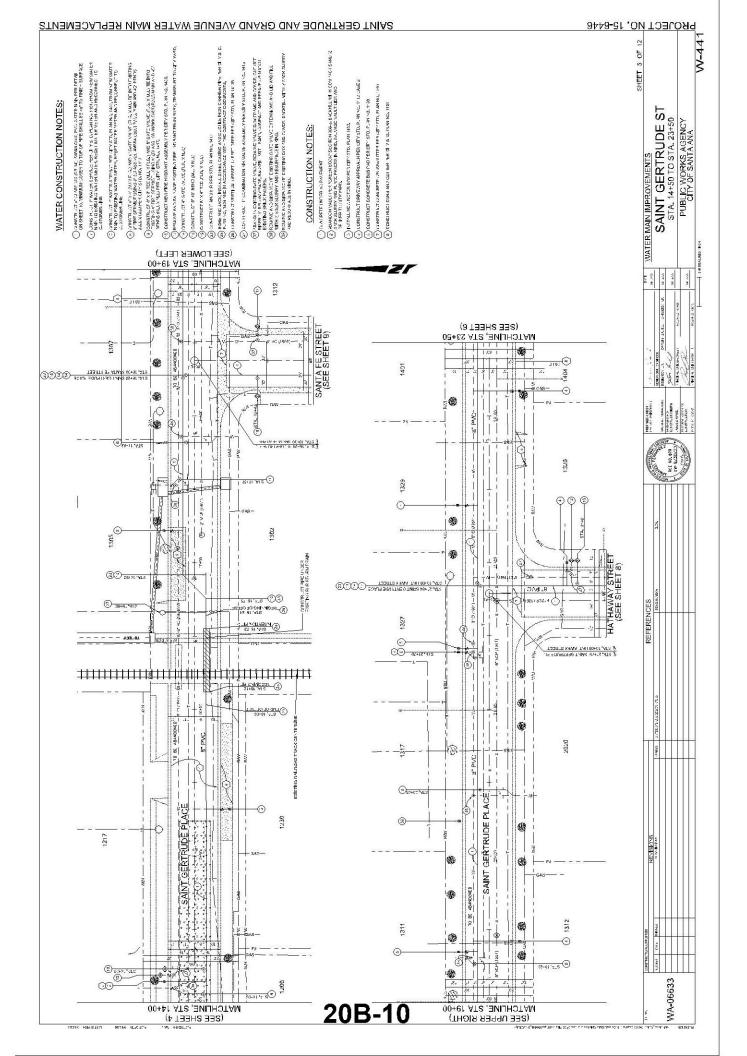
VICINITY MAP SANTA ANA

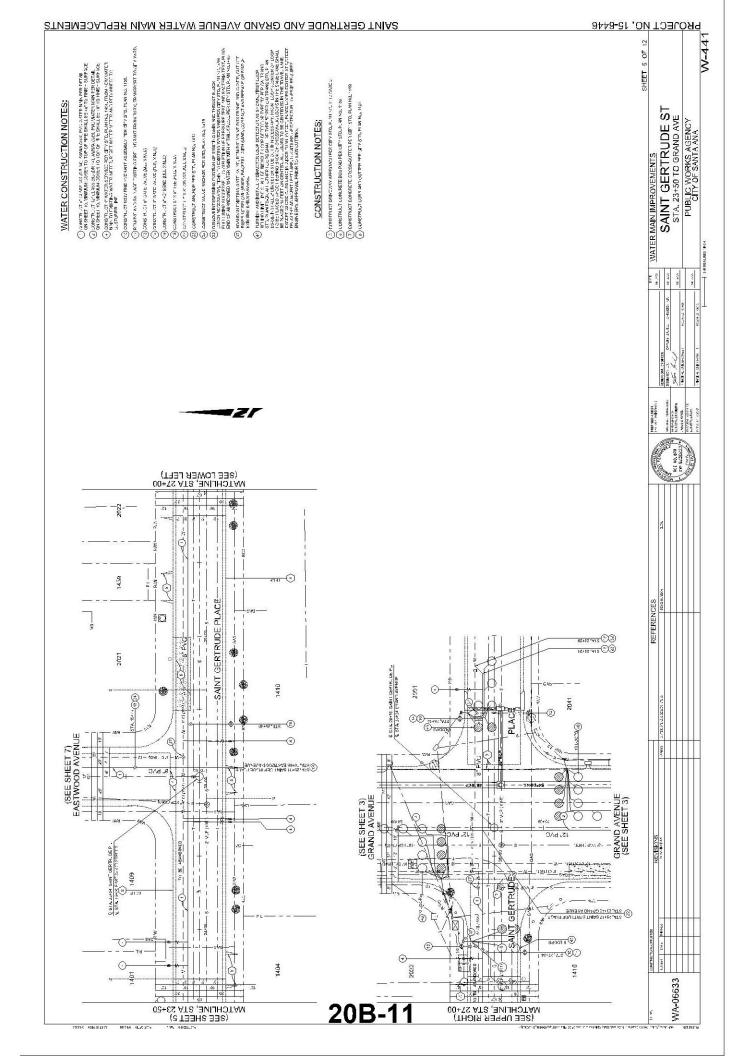
20B-6

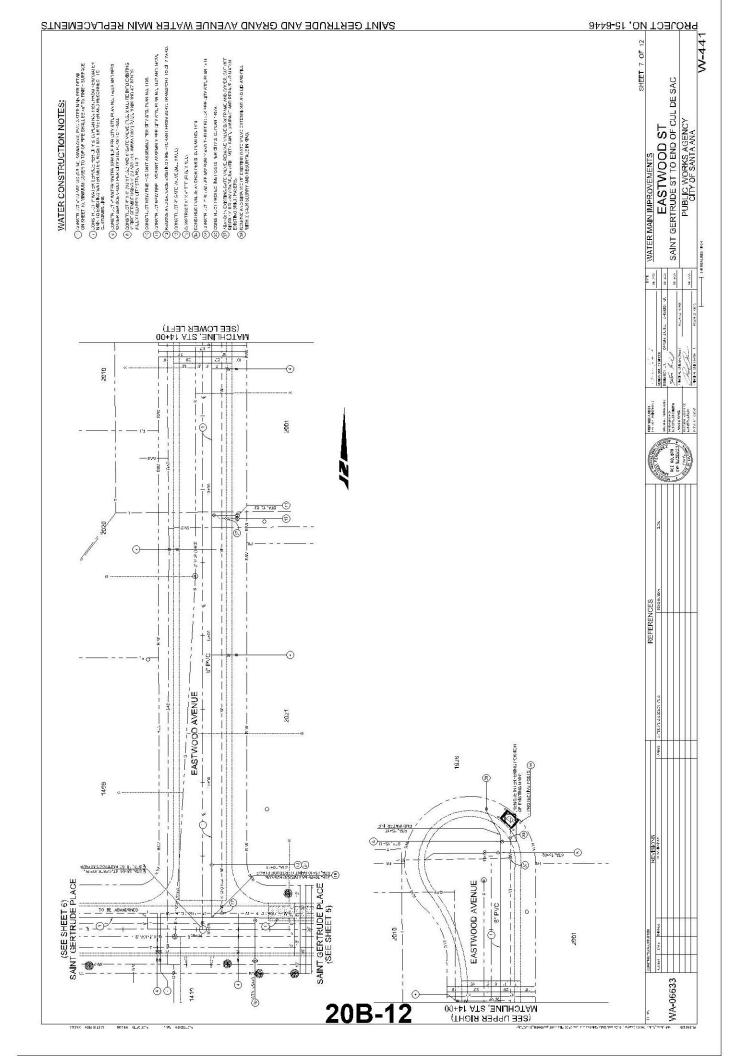


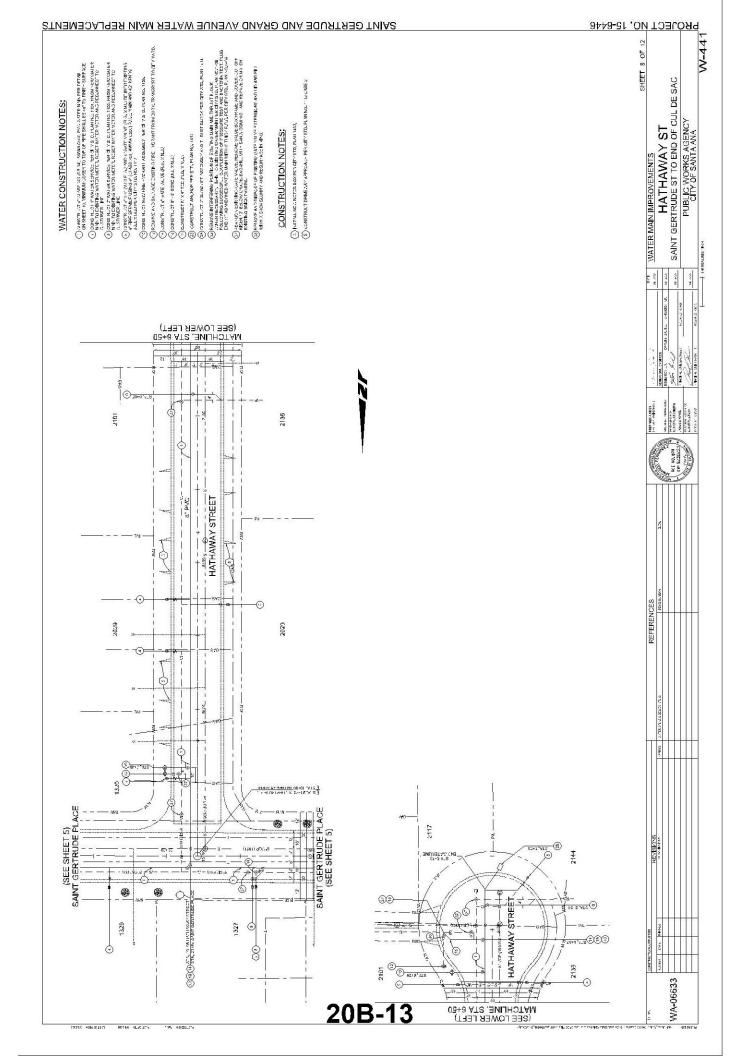


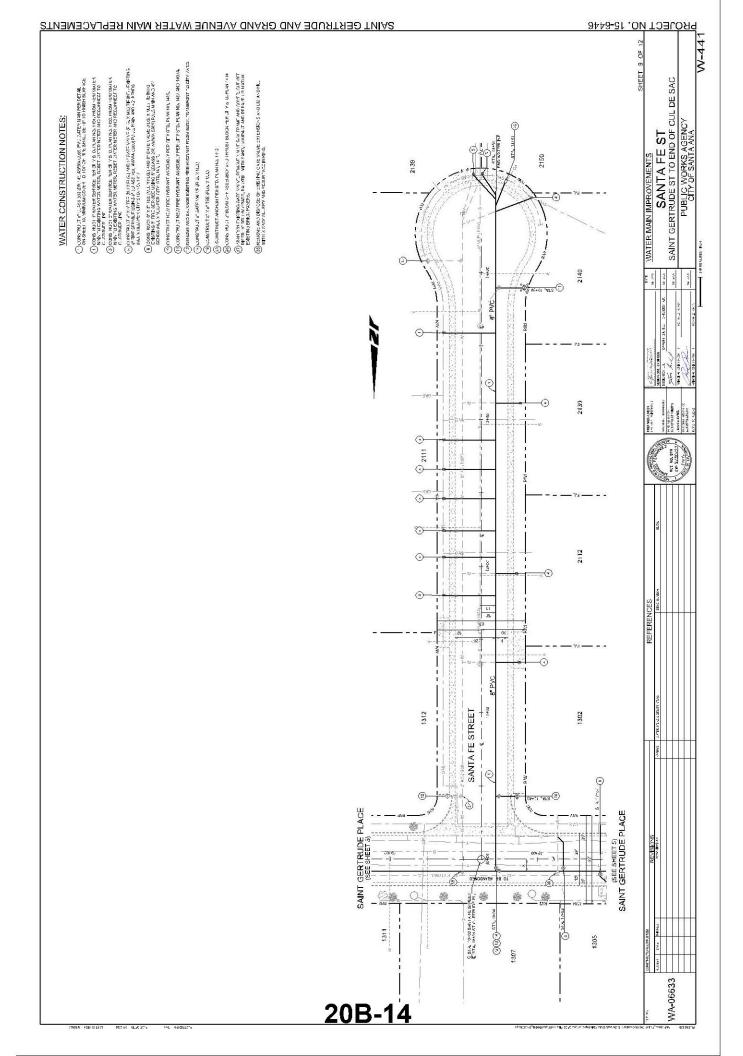


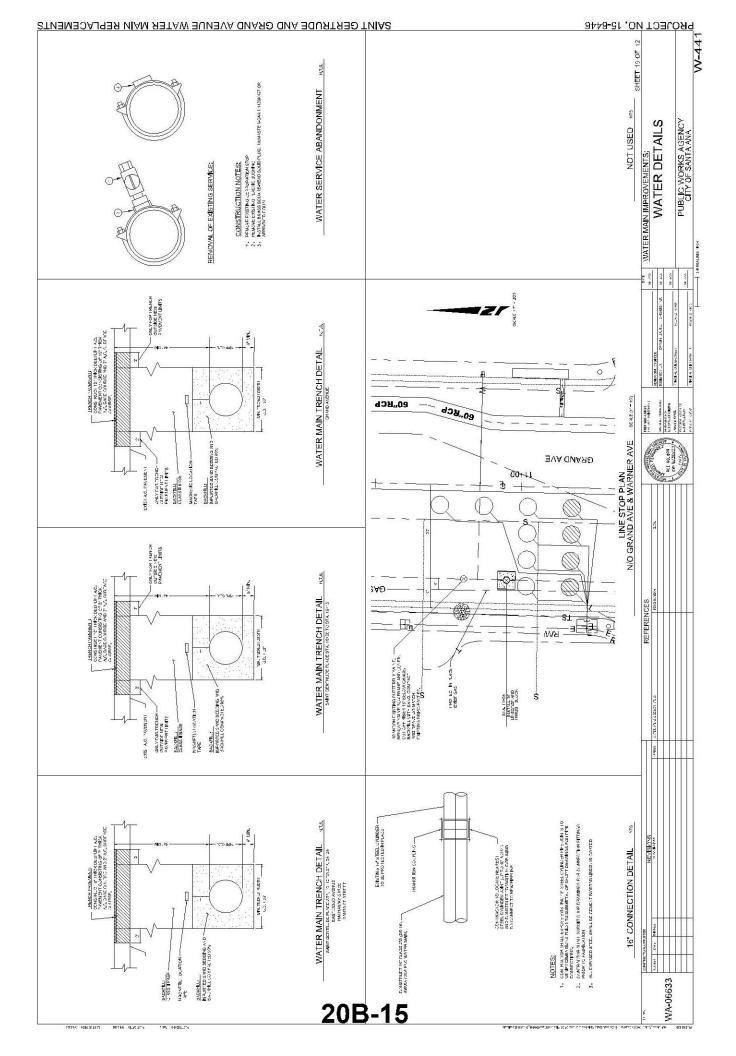


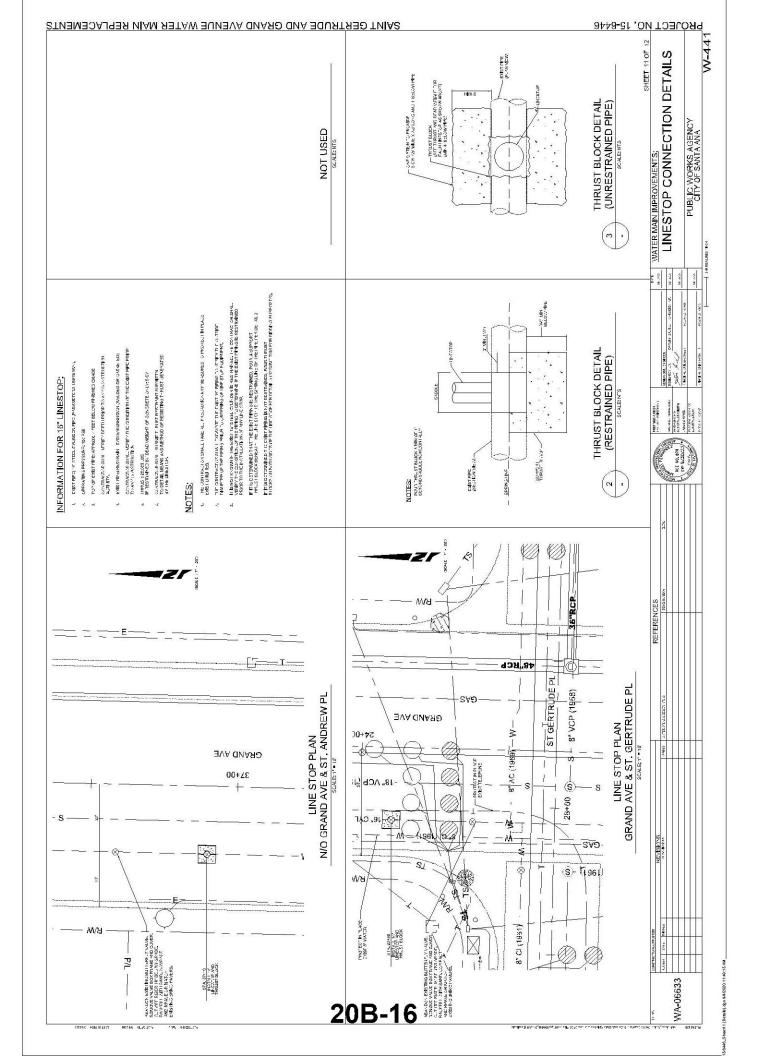


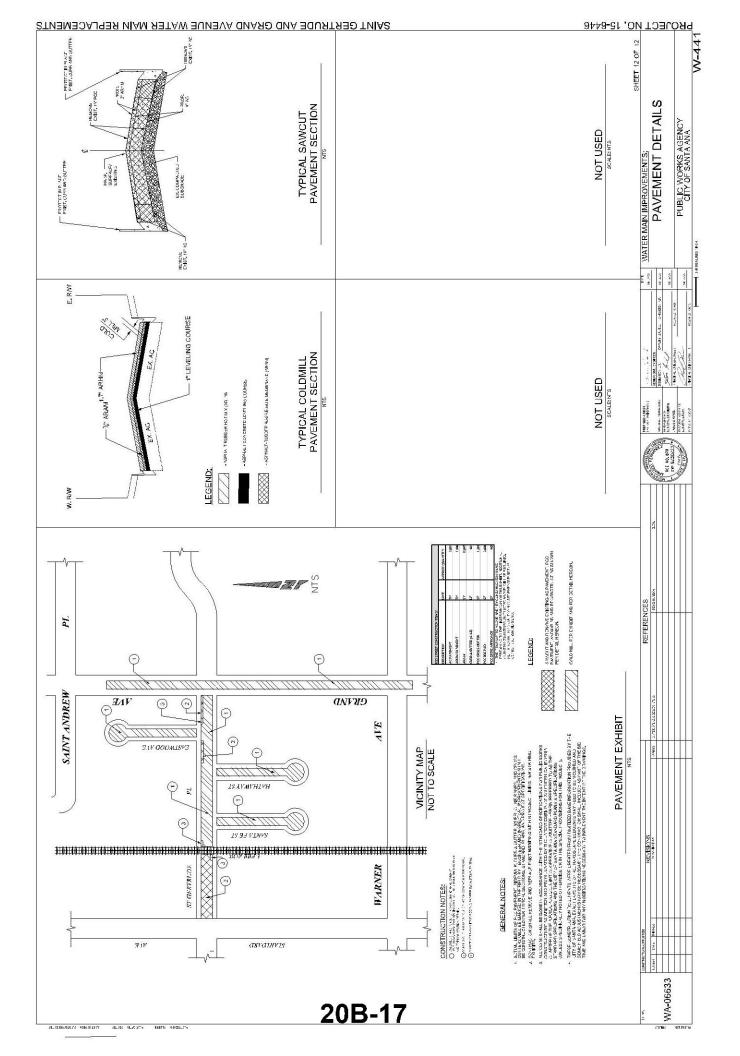












Saint Gertrude and Grand Avenue Water Main Replacement (15-6446), bidding on October 6, 2020 2:00 PM (Pacific)

Printed 10/15/2020 EXHIBIT 3

Bid Results

Bidder Details

Vendor Name All Cities Engineering, Inc Address 5881 Snowgrass Tr

Jurupa Valley, CA 92509

United States

Respondee Javier Castro
Respondee Title Estimator

Phone 951-255-3964 Ext.

Email Javier_allcities@yahoo.com

Vendor Type License # CA DIR

Bid Detail

Bid Format Electronic

Submitted October 6, 2020 1:41:21 PM (Pacific)

Delivery Method Bid Responsive

Bid Status Submitted
Confirmation # 229614
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bld forms	Bid.pdf	General Forms
Notary	Ownership.pdf	Ownership Affidavit (Notary Public) - REQ Original Hard Copy Submittal in Addition
Bid Bond	Bond.pdf	Bid Bond Guaranty (Notary Public) - REQ Original Hard Copy Submittal in Addition
Bond	Non-Cullusion.pdf	Non-Collusion Affidavit (Notary Public) - REQ Original Hard Copy Submittal in Addition
Subs	subs.pdf	Subcontractor Listing Form

Line Items

Туре	Item Code	UOM	Qty	Unit Price	Line Total Comment
	Base Bid Proposal				
1	Mobilization and Demobilization*				
		LS	1	\$80,000.00	\$80,000.00
2	Construct 8" Class 305 AWWA C-900 P.V.C.	Water Main. Minimum	Cover to Top of	Pipe Shall be 48" to Finis	h Surface
		LF	3500	\$125.00	\$437,500.00
3	Construct 12" Class 305 AWWA C-900 P.V.C.	. Water Main Minimun	n Cover to Top of	Pipe Shall be 48" to Fini	sh Surface
		LF	2100	\$130.00	\$273,000.00

Printed 10/15/2020

Bid Results

Type 4	Item Code Construct 16" Class 235 AWWA C-905 P.V.C	UOM C. Water Main**	Qty	Unit Price	Line Total Comment
3-00		LF	60	\$200.00	\$12,000.00
5	Construct 1" Water Service per City Std. Plan	n 1401			
		EA	42	\$2,900.00	\$121,800.00
6	Construct 2" Water Service per City Std. Plan				
		EA	21	\$3,600.00	\$75,600.00
7	Construct 4" Water Service per City Std. Plan	n 1403B and 1403D EA	1	\$23,000.00	\$23,000.00
8	6" Fire Service per City Std. Plan 1417		**	ψ 2 0,000.00	\$25 ,000.00
0	o The ocivice per only out. Hall 1417	EA	9	\$7,000.00	\$63,000.00
9	8" Fire Service per City Std. Plan 1417				
		EA	2	\$7,500.00	\$15,000.00
10	8" Resilient Wedge Gater Valve per City Std.	Plan 1410			
		EA	12	\$1,900.00	\$22,800.00
11	12" Resilient Wedge Gate Valve per City Std		-	An Foo on	MAD FOO CO
4.7	40ll Dutterfly Valve Class 450 may City Ctd D	EA	5	\$2,500.00	\$12,500.00
12	16" Butterfly Valve, Class 150 per City Std. P	EA	3	\$7,000.00	\$21,000.00
13	16" Line Stop				
		EA	3	\$25,000.00	\$75,000.00
14	Fire Hydrant Assembly per City Std. 1405				
		EA	11	\$8,300.00	\$91,300.00
15	Fire Hydrant Assembly per City Std. 1407 and		250	W 1915 93	• 20 Feb 6 Feb
		EA	2	\$15,000.00	\$30,000.00
16	Bore and Jack, Installation Steel Casing and	Ductile Irion Carrie EA	r Pipe 1	\$50,000.00	\$50,000.00
17	Vertical offset 12 Feet Deep per City Std. 141		***	\$20,000.00	4 33,333.33
	The state of the s	EA	1	\$18,000.00	\$18,000.00
18	1" Air vacuum and Release Valve per City St	d. 1415**			
		EA	1	\$3,500.00	\$3,500.00
19	2" Blow Off Assembly and Thrust Block per C				
		EA	3	\$3,200.00	\$9,600.00

Bid Results

Type 20	Item Code Protective Posts	UOM	Qty	Unit Price	Line Total Comment
		EA	4	\$1,500.00	\$6,000.00
21	12" x 12" Hot Tap	EA	1	\$12,500.00	\$12,500.00
22	Abandon Existing Water Service	EA	23	\$1,100.00	\$25,300.00
23	CCTV Inspection of Existing Sewer Mains	LF	5800	\$4.00	\$23,200.00
24	CCTV Inspection of Existing Sewer Laterals	EA	38	\$250.00	\$9,500.00
25	Vertical Offset per City Std. Plan 1413B (As No	eeded)** EA	5	\$18,300.00	\$91,500.00
26	Additional Trenching Cost to Install Water Pipe	eline 18" - 30" [Deeper (Total 66" to	78" cover) (As-Needed \$50.00)** \$10,000.00
27	Additional Potholing (As Needed)***	EA	10	\$800.00	\$8,000.00
28	Unclassified Excavation	CY	2004	\$50.00	\$100,200.00
29	Removal of 10" PCC Pavement	CY	334	\$74.00	\$24,716.00
30	Asphalt Concrete	TN	2061	\$97.00	\$199,917.00
31	Asphalt Rubber Hot Mix (ARHM)	TN	1906	\$95.00	\$181,070.00
32	Asphalt Rubber Aggregate Membrane (ARAM)		12647	\$7.50	\$94,852.50
33	ColdMill (T=3")	SF	125210	\$0.30	\$37,563.00
34	PCC Bus Pad	SF	3000	\$28.00	\$84,000.00
35	PCC Driveway Approach (Commercial T=8")				
		SF	945	\$23.00	\$21,735.00

Saint Gertrude and Grand Avenue Water Main Replacement (15-6446), bidding on October 6, 2020 2:00 PM (Pacific)

Printed 10/15/2020

Bid Results

Type 36	Item Code PCC Curb & Gutter (A-2-8)**	UOM	Qty	Unit Price	Line Total Comment
	roo carb a carlo. (X 2 c)	LF	201	\$48.00	\$9,648.00
37	PCC Cross-Gutter (Arterial Street)				
		SF	1302	\$22.00	\$28,644.00
38	Adjust Manhole Frame and Cover to Finish	Grade**			
		EA	20	\$1,500.00	\$30,000.00
39	Furnish & Install Traffic Loop Type D				
		EA	19	\$255.00	\$4,845.00
40	Furnish & Install Traffic Loop Type E				
		EA	44	\$240.00	\$10,560.00
41	Signing and Striping				
		LS	1	\$40,000.00	\$40,000.00
42	Traffic Control and Traffic Control Plan				
		LS	1	\$40,000.00	\$40,000.00
43	As-Built				
		LS	1	\$15,000.00	\$15,000.00
44	Permits				
		LS	1	\$20,000.00	\$20,000.00
				Subtotal	\$2,563,350.50
45	Asterisk Notes (per P-3 of P-17 of Specifi * = Mobilization/Demobilization bid item is lir				
		ea	o	0	0
46	** = The quantity for this bid item is shown for the Standard Specifications	or bid comparise	on only. This bid item s	shall not be subject to	the 25% limit as stated in Section 3-2 of
		ea	0	0	0
				Subtotal	0
				Total	\$2,563,350.50

PROPOSAL

PROJECT NO.: 15-6446

SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: All Cities Engineering, the

REQUIREMENT:

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

Item	Description	Qty	Unit	Unit Price	Amount
1	Mobilization/Demobilization (No more than 5% total bid)	1	LS	\$ 20,000	\$0,000
2	Construct 8" Class 305 AWWA C900 P.V.C. Water Main. Minimum Cover to Top of Pipe Shall be 48" to Finish Surface	3,500	LF	\$ <u>cu</u> 25	\$ 437 200
3	Construct 12" Class 305 AWWA C900 P.V.C. Water Main. Minimum Cover to Top of Pipe Shall be 48" to Finish Surface	2,100	LF	(30	\$ 273,000
*4	Construct 16" Class 235 AWWA C905 P.V.C. Water Main	60	LF	\$200	\$ 12,000
5	Construct 1" Water Service per City Std. Plan 1401	42	EA	2,900	\$ 121,800
6	Construct 2" Water Service per City Std. Plan 1402	21	EA	3,600	\$ 75,600
7	Construct 4" Water Service per City Std. Plan 1403B and 1403D	1	EA	\$ 23,000	\$ 23,000
8	6" Fire Service per City Std. Plan 1417	9	EA	ड ने ०००	63,000
9	8" Fire Service per City Std. Plan 1417	2	EA	\$7,500	\$ 15,000
10	8" Resilient Wedge Gate Valve per City Std. Plan 1410	12	EA	1,900	\$ 22,800
11	12" Resilient Wedge Gate Valve per City Std. Plan 1410	5	EA	\$ 2,500	12,500
12	16" Butterfly Valve, Class 150 per City Std. Plan 1411	3	EA	\$7,000	\$ 21,000

CITY OF SANTA ANA PROPOSAL

PROJECT NO.: 15-6446

SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

ltem	Description	Qty	Unit	Unit Price	Amount
13	16" Line Stop	3	EA	\$ 25/200	\$ 00012F
14	Fire Hydrant Assembly per City Std. 1405	11	EA	\$ 8,300	\$ 91,300
15	Fire Hydrant Assembly per City Std. 1407 and 1407A	2	EA	\$ 15,000	301000
16	Bore and Jack, Install Steel Casing and Ductile Iron Carrier Pipe	1	EA	\$ 50,000	\$ 501000
17	Vertical Offset 12 Feet Deep per City Std. 1413B	1	EA	\$ 12,000	18,000
*18	1" Air Vacuum and Release Valve per City Std. 1415	1	EA	\$ 3,500	\$ 3,500
19	2" Blow Off Assembly and Thrust Block per City Std. 1414	3	EA	\$ 3,200	\$ 9,600
20	Protective Posts	4	EA	02F ⁸	\$ 3,000
21	12" X 12" Hot Tap	1	EA	\$ 15'200	\$ 12,500
22	Abandon Existing Water Service	23	EA	\$ 1,100	\$ 251300
23	CCTV Inspection of Existing Sewer Mains	5,800	LF	\$4.00	\$ 23,200
24	CCTV Inspection of Existing Sewer Laterals	38	EA	\$ 250	\$ 9,500
*25	Vertical Offset per City Std. Plan 1413B (As Needed)	5	EA	\$18,300	\$ 91,500
*26	Additional Trenching Costs to Install Water Pipeline 18" – 30" Deeper (Total 66" to 78" cover) (As-Needed)	200	LF	\$ 50	\$ 10,000
*27	Additional Potholing(As Needed)	10	EA	800	\$ 2,000
28	Unclassified Excavation	2,004	CY	\$	100, 25
*29	Removal of 10" PCC Pavement	334	CY	\$ 7-4	s 24,716
30		2,061	TN	S MATIC 97-	199,917
31	Asphalt Rubber Hot Mix (ARHM)	1,906	TN	\$ 95	\$ 181,070
32	Asphalt Rubber Aggregate Membrane (ARAM)	12,647	SY	02.F	894,252

PROPOSAL

PROJECT NO.: 15-6446

SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

Item	Description	Qty	Unit	Unit Price	Amount
33	ColdMill (T=3")	125,210	SF	\$ -30	\$37563
34	PCC Bus Pad	3,000	SF	\$ 28	84,000
35	PCC Driveway Approach (Commercial T=8")	945	SF	\$23	s 21,735
*36	PCC Curb & Gutter (A-2-8)	201	LF	s 48	\$ 9,648
37	PCC Cross-Gutter (Arterial Streets)	1,302	SF	\$ 22	\$ 28,644
*38	Adjust Manhole Frame and Cover to Finished Grade	20	EA	\$ 11500	301000
39	Furnish & Install Traffic Loop Type D	19	EA	\$255	\$ 4,845
40	Furnish & Install Traffic Loop Type E	44	EA	\$ 240	\$10,560
41	Signing and Striping	1	LS	401000	3 40,000
42	Traffic Control and Traffic Control Plan	1	LS	\$ (01000	\$40,000
43	As-Built	1.	LS	\$15,000	\$15,000
44	Permits	1	LS	\$20,000	\$ 20,000

CITY OF SANTA ANA PROPOSAL

PROJECT NO.: 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

TOTAL BASE BID \$2,563,350.50

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

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

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within One hundred sixty (160) working days after the commencement date stated in the Notice to Proceed.

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be \$1,300 per calendar day.

Name of Firm	All Cities Engineering, Inc
Signature of BII	DDER Fato
TitleOpe	rather Manager
(If an individual	, so state. If a firm or co-partnership, state the firm name and give the names of
all individual co	-partners composing the firm. If a corporation, state legal name of corporation,
and names of Pr	esident, Secretary, Treasurer and Manager, thereof.)

PROPOSAL

PROJECT NO.: 15-6446

SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

BIDDER'S STATEMENT

BIDDER understands and agrees that this Bid Proposal, Contract Documents and subsequent Construction Contract Agreement shall constitute the entire agreement between BIDDER and the AGENCY only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Public Works Agency Executive Director or his/her duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to BIDDER or deposited with the United States Postal Service properly addressed to the BIDDER with the correct postage affixed thereto.

BIDDER further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish AGENCY all required bonds and certificate of liability insurance within ten (10) business days or the funds, check, draft, or BIDDERS bond substituted in lieu thereof accompanying this proposal shall become the property of the AGENCY and shall be considered as payment of damages due to the delay and other causes suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise said funds, check, drafts, or BIDDER'S bond substituted in lieu thereof shall be returned to the undersigned.

BIDDER understands that a bid is required for the entire work, the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER also certifies that the bid is a balanced bid.

In accordance with Section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

Name of Firm All Cities Ensineeing, Inc.	
Signature of BIDDER	
Title Operators Manager	_
(If an individual, so state. If a firm or co-partnership, state the firm name and give the names	of
all individual co-partners composing the firm. If a corporation, state legal name of corporatio	n,
and names of President, Secretary, Treasurer and Manager, thereof.)	

PROPOSAL

PROJECT NO.: 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

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: All Cities Engineering, Inc.
Business Address: 5881 Snowgrass Trail Jumps valley & 91505
Business E-Mail Address: Janer-allottes@yahoo.com
Telephone: 951.255.3964
State Contractor's License No. and Class: 1009171 (A)
License Expiration Date: 11/30/2021
State Dept. of Industrial Relations (DIR) Registration No.:
State Dept. of Industrial Relations (DIR) Registration Expiration Date: 6/30/2021
Signed:
Title: Operations Manage

PROPOSAL

PROJECT NO.: 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

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	All_ci	thes Engin	reenns. In C.	
Signature of BI	DDER	" eter		
Title Ove	erations	Manager		
(if an individua	l, so state)	Manager		

PROPOSAL

PROJECT NO.: 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

OWNERSHIP AFFIDAVIT STATE OF CALIFORNIA COUNTY OF ORANGE CITY OF SANTA ANA Polonio Ramirez , 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. That he is of: CORPORATION All cities Engineering Inc a corporation which is making the foregoing proposal: ☐ JOINT VENTURE That he is of: one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are: that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person. APOLONIO RAMIREZ Signature of Bidder Subscribed and sworn to before me this _____ day of October 20 20 Signature of officer Administering Oath (Notary Public) JAVIER CASTRO GONZALEZ Commission No. 2281468 NOTARY PUBLIC-CALIFORNIA RIVERSIDE COUNTY

My Comm. Expires MARCH 17, 2023

CITY OF SANTA ANA PROPOSAL

PROJECT NO.: 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

BID BOND KNOW ALL PRESENT that, , as BIDDER, and ALL CITIES ENGINEERING, INC. OLD REPUBLIC SURETY COMPANY , as SURETY, are held and firmly bound unto the CITY OF SANTA ANA, as AGENCY, in the penal sum of Dollars (\$ 10%), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum. BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this 5TH day of OCTOBER BIDDER* ALL CITIES ENGINEERING, INC. - P.O. 390 (51403 Billiwgs, MT 59105; 909-643-3398 SURETY* OLD REPUBLIC SURETY COMPANY - 534 E. DADILLO ST. DOVING, CA 91723; 91723 KEVIN VEGA, ATTORNEY-in-FACT Subscribed and swom to before me Signature: _ Notary Public in and for the County of ___

P-9 of P-19

Provide BIDDER/ SURETY name, address, and telephone number and the name, title,

address, and telephone number of authorized representative.

D REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and scaled by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or

affixed this28TH_		MPANY has caused these presents to be sig	OLD REPUBLIC SURE	
Karen G. 94	affrer_	CORNERS CO	1. 6/1	
Assista	ant Secretary	SEAL	Ma Intic	
STATE OF WISCONS	SIN, COUNTY OF WAUKESHA-	SS PARTITION OF THE PAR	President	
On this28TH	day ofJULY, 2020	, personally came before me,		and
Karen I Haffner	, to me known	to be the individuals and officers of the OL same, and being by me duly swom, did sev	D REPUBLIC SURETY COMPA	ANY who executed the above
	austribea to the said institution by ex	Company of the Compan	Kathry N. J	Lanson blic 1/28/2022 validate this instrument)
CERTIFICATE	Second accounts of the OLD DEPLIES	IC SURETY COMPANY, a Wisconsin corp	poration, CERTIFY that the force	oing and attached Power
of Attorney remains in ful	force and has not been revoked: and	furthermore, that the Resolutions of the boa	rd of directors set forth in the Po	wer of Attorney, are now in
force.	. Total and may not been revenue,			1 1 34
74-0061	Signed and	scaled at the City of Brookfield, WI this _		
Ž.	SEAL E		Karen 9.94	aspec
Ŷ.				nt Secretary
	-6			

POAORS 012020 22851-W

20B-31

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

□ Corporate Officer — Title(s): _

Signer Is Representing:

☐ Individual

□ Trustee

□ Other:

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Guardian or Conservator

A notary public or other officer completing this certificate verifies only the Identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of LOS ANGELES before me, PHILIP VEGA, NOTARY PUBLIC 10/05/2020 Here Insert Name and Title of the Officer Date personally appeared KEVIN VEGA, ATTORNEY-in-FACT Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ner/their authorized capacity(tes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official spel. PHILIP VEGA Notary Public - California Los Angeles County Signature Commission # 2327592 Notary Public Comm. Expires May 31, 2024 Place Notary Seal Above OPTIONAL . Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Document Date: _ Title or Type of Document: Signer(s) Other Than Named Above: Number of Pages: _ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s):

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

☐ Individual

Signer Is Representing:

□ Trustee

☐ Other: .

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Guardian or Conservator

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Riverside	}
On 10/5/2520 before me, 3	Tailer Casto Genzalez (1stay Rest.2), (Hors Insert name and title of the officer)
personally appeared	actory evidence to be the person(s) whose instrument and acknowledged to me that ex/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	\$
WITNESS my hand and official seal.	JAVIER CASTRO GONZALEZ Commission No. 2281486 NOTARY PUBLIC-CALIFORNIA RIVERSIDE COUNTY My Comm. Expires MARCH 17, 2023
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title)	 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/hey, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary scal impression must be clear and photographically reproducible. Impression must not cover text or lines. If scal impression smudges, re-scal if a sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

CITY OF SANTA ANA PROPOSAL

PROJECT NO.: 15-6446

SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

LIST OF SUB-CONTRACTORS

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the bid for all subcontract work exceeding the following amount:

- o Streets, highways including bridge projects: 1/2% of the bid or \$10,000, whichever is greater
- o Buildings, parks, or other projects: 1/2% of the bid

Section 1725.5 of the Public Contract Code requires all Subcontractors be registered with the State Department of Industrial Relations (DIR).

BIDDER proposes to subcontract certain portions of the work to the firms listed below:

Name Superior Perennt Marking	Name On Point Land Surveying, Inc
License #/Exp. 776306 8/31/21	License #/Exp. $\Delta 133$
DIR Reg. #/Exp. 100001476 6/30/22	DIR Reg. #/Exp. 100000 3100
Location Cypress CA	Location Redlands CA
Phone 714,995-9100	Phone 909-7-2-221
Type Of Work Styping	Type Of Work Sawering
Amount \$ 39, 359.00	Amount \$ \$6,300
Name California Professional Engineery	Name Hardy & Harper, Inc.
License #/Exp. 363907 1/36/21	License #/Exp. 215952
DIR Reg. #/Exp. 1000327605 6/3-/21	DIR Reg. #/Exp. 1000007-C
License # 793907	License # 215551
Location La Quente, CX	Location Lake Facit
Phone 626-810-1338	Phone
Type Of Work Traffic Wops	Type Of Work Asphalt, Althu array
Amount \$ 15, 405.00	Amount \$
ar A One Columbia	Name
Name American Pavement Systems, Inc	License #/Exp.
License #/Exp. 643762	DIR Reg. #/Exp.
DIR Reg. #/Exp. 10000207	License #
License # <u>943342</u>	Location
Location Modesto, CA	
Phone 209. 522.2277	Phone
Type Of Work ARAM	Type Of Work
Amount \$ 94, 820.31	Amount \$
Gato	
Signature of Bidder	

PROPOSAL

PROJECT NO.: 15-6446

SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

REFERENCES

The following are the names, addresses, and telephone numbers for <u>THREE</u> public agencies for which the BIDDER has performed similar work within the past three years.

1.	City OF Sanfa	Ana	
	Name and Address of Owner.		
	CHI Valezuela	(323) 715-2335	
	Name and Telephone Number	of person familiar with project.	
		water main	90% Completel
	Contract Amount	Type of Work	Date Completed
2.	City of Dow	ney	
	Name and Address of owner		
	Lorena Powe	11 (562) 302-3865	
		of person familiar with project.	6.4.4.
	\$1.9 M	water	6/20/20
	Contract Amount	Type of Work	Date Completed
3.	Name and Address of owner.		
	Nome and Tolonhone Number	of person familiar with project.	
	2.47.00	90F	111-11
	\$900k	water	1//25/19
	Contract Amount	Type of Work	Date Completed
	e following are the names, addr om BIDDER intends to procure	resses, and telephone numbers of all be insurance and bonds.	rokers and sureties from
	Contractor & Pe	relipped Bonding	
	534 F. Badillo		
	(aire A		
	(626) 855.	7686 Phil vega	

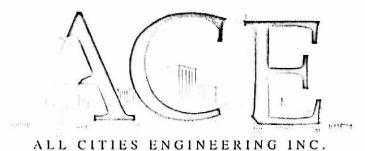
PROPOSAL

PROJECT NO.: 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

ADDITIONAL REFERENCES

The following are the names, addresses, and telephone numbers for <u>THREE</u> public agencies for which the <u>BIDDER</u> or <u>Subcontractor</u> has performed similar work in the past five years.

1.	See Attack	red D			
	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	er of person familiar with project.			
	Contract Amount	Type of Work	Date Completed		
3.					
٠.	Name and Address of owner				
	Name and Telephone Number	er of person familiar with project.			
	Contract Amount	Type of Work	Date Completed		
Th wh	e following are the names, add om BIDDER intends to procur	dresses, and telephone numbers of all reinsurance and bonds.	brokers and sureties from		
	contractors and	Developer Bonding			
	534 E. Badillo	94			
	Coinc CA &				
	(626) 859.76				



LL CITIES ENGINEERING INC

References

City of Pico Rivera
 Project name: Passons Bridge underpass

Value: \$200,000.00

Description: Remove and repair PVC pipe and construct concrete V gutters, curbs and Landscape.

Contact: Kenner Guerrero (562) 801-4351

2. City of Pico Rivera Project Name: Citywide Concrete Improvements

Value: \$220,000.00

Description: Remove and repair various sidewalks, curb and gutters, ADA ramps, curbs, and trees throughout the City.

Contact: Kenner Guerrero (562) 801-4351

3. City of San Jacinto Project Name: Pedestrian Upgrades

Value: \$225,000.00

Description: Remove and replace various ADA Ramps, driveway approach, and sidewalk throughout the City.

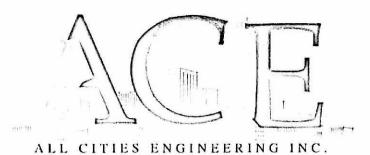
Contact: Sean Motlagh (949) 232-6153

4. City of San Jacinto Project Name: Citywide Upgrades

Value: \$100,000

Description: Repair various manhole, repair curb inlets, and repair AC pavement.

Contact: Danny Astorga (951) 634-5261



References

5. City of Duarte Project Name: Citywide Sidewalk Improvements

Value: \$90,000.00

Description: Remove and repair various sidewalks, curbs, driveway approaches, and Ac pavement throughout the City.

Contact: Teresa Renteria (626) 705-4837

6. City of La Habra Project Name: Citywide Sidewalk Improvements

Value: \$320,000.00

Description: Concrete improvements including the installation of sidewalks, curbs & gutters, driveway approaches, curb, and ADA ramps.

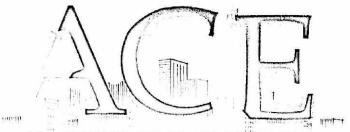
Contact: Cesar Rangel (562) 383-4158

7. City of Orange Project Name: Annual Concrete Replacements at Various Locations

Value: 325,000.00

Description: Remove and replace sidewalks, ADA ramps, curb & gutter, driveway aprons, and trees.

Contact: Fabio Quinones (714)-744-5526



ALL CITIES ENGINEERING INC

8. City of Downey

Project Name: Civic Center Drive and Hall Road Water System Improvement Project

Value \$400,000

Description: Installation of new main, fire hydrant assemblies, water service lines, meter and boxes; installation of gate valves, tees, bends, thrust blocks, and fittings; abandoning of existing water mains and service lines.

Contact: Lorena Powell (562) 302-3865

9. City of Norco Project Name: Norco MDP Line ND Extension Storm Drain Project

Value: \$400,000

Description: Installation of RCP 18" and 24" catch basins, manholes, junction structures, local depression, cold mill, and related work.

Contact: Dan Cuthbertson (951) 545-7872

10. City of Oceanside
Project Name: Vista Way/El Camino Real Sewer Relocation

Value: \$150,000

Description: Abandon existing 6" pipe and construct 8" SDR 26 PVC pipe, install new concrete manhole, modification & rehabilitation of existing manholes, sewer bypass pumping, and maintain/replace traffic loops.

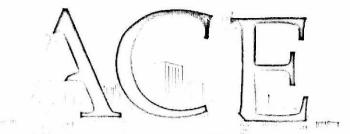
Contact: Shukri Sharabi (760) 717-6161

11. City of Costa Mesa Project Name: North Del Mar Storm Drain Repair

Value: \$72,500

Description: Remove existing 24" corrugated metal pipe and install 24" with sack 1 slurry, construct new junction structure and manhole, connect 24" RCP storm drain to existing CMP storm drain and pave trench. '

Contact: Kelly Dalton (714) 466-0360



ALL CITIES ENGINEERING INC.

12. City of Downey

Project Name: Woodruff Water Main Improvements

Value: \$1,900,000

Description: Remove and replace existing 8" and 12" water main pipe, 1"-4" water services, fire hydrants, FDC, water meters, valves, concrete, and asphalt in various locations.

Contact: Lorena Powell (562) 302-3865 Completed: 6/20/20

13. City of Santa Ana

CITY OF SANTA ANA PROPOSAL

PROJECT NO.: 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

NON-COLLUSION AFFIDAVIT

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

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

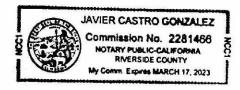
Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

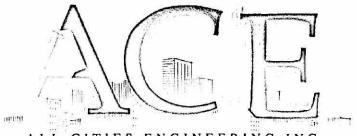
Signed A PODMO RAMIREZ

State of California
County of Rverside

Notary Public Signature

Notary Public Seal





ALL CITIES ENGINEERING INC. 5881 Snowgrass Trail Jurupa Valley, Ca. 92509

10/05/2020 (VALID for ONE YEAR)

To Whom It May Concern:			
By my signature on this statement, I, APolonic Name (pleas Following employees to represent, and sign on my be this authorization is rescinded by me (in writing).	e Print)	Title	
Sincerely,			
	ZAMIRE inal Signature	>	
List of Authorized Representatives:			
Authorized Representative's Original Signature		er Castro Name	
Authorized Representative's Original Signature	Print	Name	

CITY OF SANTA ANA CONSTRUCTION CONTRACT

PROJECT 15-6446 SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

This CONSTRUCTION CONTRACT is made and entered into this 17th day of November, 2020 by and between the City of Santa Ana, California, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "CITY"), and All Cities Engineering, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

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

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

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed Two Million Five Hundred Sixty-three Thousand Three Hundred Fifty Dollars and Fifty Cents (\$2,563,350.50), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit "A."

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

- 4. CONTRACTOR agrees to complete the WORK OF IMPROVEMENT within the time specified in the Time for Completion of Improvements section of the BID PROPOSAL (Exhibit "A") including commencing construction within the timeframe therein specified after issuance of a Notice to Proceed.
- 5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the WORK OF IMPROVEMENT a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work in accordance with applicable State and Federal law.
- 6. If applicable, the CONTRACTOR shall adhere to the CITY'S Community Workforce Agreement (CWA), a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for CONTRACTOR to follow in the crafts persons employed to complete the WORK OF IMPROVEMENT as more fully described in the CWA. The CWA may be found on the City's website at:

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

- 7. CONTRACTOR shall, after award of this Contract, furnish two bonds to be approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 8. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said Warranty Bond shall also be required as a condition of project acceptance. For projects up to Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of Ten Thousand Dollars (\$10,000) or Twenty Percent (20%) of the final contract price. For projects above Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of One Hundred Thousand Dollars (\$100,000) or Ten Percent (10%) of the final contract price.
- 9. CONTRACTOR shall, after award of this Contract, furnish Certificates of Liability Insurance and Worker's Compensation Insurance as outlined in the General Provisions, to be approved by the CITY.

10. INDEMNIFICATION.

To the fullest extent allowed by law, CONTRACTOR and its Subcontractors hereby agree to defend, indemnify, and hold harmless CITY, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to CITY, from and against any liability, claims, actions, costs, damages or losses, including reasonable costs and attorney's fees, for injury, including death to any person or damage to any property, arising directly or indirectly from, or in any manner relating to, any of the following:

- (i) Performance or nonperformance of the Work of Improvement by CONTRACTOR or its Subcontractors of any lower tier;
- (ii) Performance or nonperformance by CONTRACTOR or its Subcontractors of any lower tier, of any of the obligations under the Contract Documents;

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the day and year first above written.

ATTEST:	CITY OF SANTA ANA
DAISY GOMEZ Clerk of the Council	KRISTINE RIDGE City Manager
APPROVED AS TO FORM:	
SONIA R. CARVALHO City Attorney	CONTRACTOR: All Cities Engineering, Inc.
By: John W. Funk JOHN FUNK Senior Assistant City Attorney	APOIONIO PAMIREZ NAME: Apolonio Ramirez TITLE: President
RECOMMENDED FOR APPROVAL:	
NABIL SABA, PE Executive Director	

Public Works Agency

COST ANALYSIS

CONSTRUCTION OF PROJECT NO. 15-6446 : SAINT GERTRUDE AND GRAND AVENUE WATER MAIN REPLACEMENT

TOTAL ESTIMATED CONSTRUCTION COSTS	\$	3,332,355.00
Contingencies	\$	384,500.00
Inspection and Testing	*	214,504.50
Increation and Testing	•	214 504 50
Contract Administration	\$	170,000.00
Construction Contract	\$	2,563,350.50

CAPITAL IMPROVEMENT PROJECT WORKSHEET CITY OF SANTA ANA FY20/21CIP

PROJECT TITLE:

Saint Gertrude and Grand Avenue Water Main Replacement

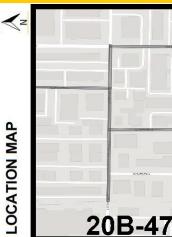
PROJECT CATEGORY:

Utility/Drainage/Lighting Water Improvements Improvements

PROJECT DESCRIPTION:

Replace aging water distribution pipelines and related appurtenances including fire hydrants and valves.

PROJECT NEED:Replacement of obsolete water mains to ensure system reliability and to protect water quality.



PROJECT COSTS	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	
Construction Engineering	937,355			1		1	
TOTAL	937,355	,				1	

FY 26/27

SOURCE OF FUNDS FY 20/21	WTR UTY CAPITAL 937,355 PROJECTS	TOTAL 937,355
FY 21/22	1	1
FY 22/23		
FY 23/24		1
FY 24/25		
FY 25/26	ĩ	1
FY 26/27		

CONTACT: