



FINANCE COMMITTEE AGENDA

Tuesday, December 8, 2020
8:30 AM

Via Zoom Teleconference

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

MEMBERS: Mayor Marty Simonoff and Council Member Cecilia Hupp
ALTERNATE: Council Member Christine Marick

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting will be held on December 8, 2020 at 8:30 AM via Zoom and the public is welcome to participate. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 PM on Monday, December 7, 2020 to obtain the Zoom Meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 PM on Monday, December 7, 2020. Any comments received via email will be summarized aloud into the record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821 during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **November 24, 2020 Finance Committee Regular Meeting Minutes** - Approve.

DISCUSSION

3. **Resolution Approving Application Submittal to CalOES for Community Power Resiliency Allocation to Cities Program** - Adopt Resolution.
4. **Approve Specifications, Receive Bids, Award Contract with TrueNorth Steel for the Birch Hills Golf Course Bridge Replacement, CIP No. 7958, ("Project")** - Approve the Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, TrueNorth Steel; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.

5. **Approve Plans and Specifications, Receive Bids, and Award Contract with Gentry Brothers, Inc. for the Country Lane Street Rehabilitation, CIP No. 7323, ("Project")** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, Gentry Brothers, Inc.; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.
6. **Approve Plans and Specifications, Receive Bids, and Award Contract with Sully-Miller Contracting Company for the Napoli Tract Water Improvements, CIP No. 7458 ("Project")** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, Sully-Miller Contracting Company; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.
7. **Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with Hardy & Harper, Inc. for the Imperial Highway/Berry Street Intersection Improvements, CIP No. 7278 ("Project")** - Approve the Plans and Specifications; Receive bids; Adopt Resolution to transfer funding from the Traffic Impact Fee Fund (Fund 540) from CIP No. 7276 to CIP No. 7278 ("Project"); Award Contract to the lowest responsive and responsible bidder, Hardy & Harper, Inc.; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.
8. **Approve Plans and Specifications, Receive Bids, and Award Contract with All Cities Engineering, Inc. for the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP No's. 7453 and 7457 ("Project")** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, All Cities Engineering, Inc.; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.
9. **Contract Addendums for Interim Contracts with Western Golf Properties LLC at Birch Hills and Brea Creek Golf Courses** - Approve Addendum No. 1 to extend interim contract with Western Golf Properties LLC (WGP) for maintenance and operations at Birch Hills Golf Course for a maximum of three additional months; and Approve Addendum No. 2 to extend interim contract with WGP for maintenance and operations at Brea Creek Golf Course for a maximum of three additional months.
10. **Resolution Authorizing Submittal of Application for Beverage Container Recycling City/County Payment Programs and Related Authorizations** - Adopt Resolution.
11. **Approve Plans and Specifications, Receive Bids, Award Contract with Stephen Doreck Equipment Rentals, Inc. for the Moorpark Drive Water Improvements Project CIP No. 7430, ("Project")** - Approve the Plans and Specifications; Receive bids; Deem apparent lowest Bidder, MCC Equipment Rental, Inc., non-responsive; Award Contract to the lowest responsive and responsible bidder, Stephen Doreck Equipment Rental, Inc.; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.
12. **Schedule Next Meeting:** December 22, 2020

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: November 24, 2020 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

11-24-2020 Draft FC Minutes



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, November 24, 2020

8:30 AM

and Via Zoom Meeting

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Chris Emeterio, Tony Olmos, Bill Bowlus, Michael Ho, Faith Madrazo, Alicia Brenner, Ryan Chapman, Warren Coleman and Linda Tang

1. **Matters from the Audience - None**

CONSENT

2. **November 10, 2020 Finance Committee Regular Meeting Minutes – Approved.**

DISCUSSION

3. **Receive Proposals and Award Multiple Contracts for Landscape Maintenance Services at Various Locations in the City of Brea –** *The Committee discussed item and recommended the termination clause be revised from 60 days to 30 days notice. Item recommended to forwarded to City Council with no recommendation.*
4. **Orange County Transportation Authority Annual Measure M2 Expenditure Report –** *Recommended for City Council approval.*
5. **Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2020 -** *Recommended for City Council to receive and file.*
6. **Schedule Next Meeting:** December 8, 2020

ANNOUNCEMENT: *Linda Tang and Chris Emeterio provided an update to the Committee on the Housing Element Update Amendment that is scheduled for City Council consideration on December 1, 2020. Due to timing, this item was not included on the agenda for Finance Committee recommendation.*

Meeting adjourned: 8:40 AM

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Resolution Approving Application Submittal to CalOES for Community Power Resiliency Allocation to Cities Program

RECOMMENDATION

Adopt Resolution.

BACKGROUND/DISCUSSION

The Community Power Resiliency Allocation to Cities Program, administered by the California Governor's Office of Emergency Services (Cal OES) Grants Management Section, has been developed to support California incorporated cities with additional preparedness measures in response to power outage events.

Approximately \$13,000,000 of State General Fund is available for the Program for the Grant Subaward performance period that spans from July 1, 2020, to October 31, 2021. Individual applicants were allowed to apply for up to \$300,000 for the performance period. Funds may be used to procure fixed, long term emergency electrical generation equipment, develop continuity plans, conduct risk assessments for critical infrastructure, create post event reports and public education materials, or purchase supplies to prepare for electric disruption.

While only one proposal per applicant is eligible to receive funding, if more than one proposal is submitted, the highest scoring proposal will be considered for funding. On October 29, 2020, the City of Brea submitted three (3) separate applications to Cal OES that were consistent with the goals of the Community Power Resiliency Allocation to Cities Program. These application packages requested the funding of \$200,000 for the Emergency Generator System at the Brea Senior Center, funding of \$300,000 for the Emergency Generator for the Carbon Canyon Reservoir Booster Pump Station No. 3, and funding of \$300,000 for the Emergency Generator System for the Berry Street Reservoir Pump Station. Each of these individual proposed projects will provide new generator infrastructure that will add power resiliency to existing City operations; whether related to water infrastructure, fire prevention, or other community benefits.

While resolution from City Council was not required by Cal OES as a submission document at the time of application, the application package included a required Certification of Assurance of Compliance entitled "Proof of Authority from City Council/Governing Board." This Certification states that the Applicant accepts responsibility for and will comply with the requirement to obtain a signed resolution from the City Council in support of this program. In addition, this Certification notes that the Applicant is required to obtain written authorization

from the City Council/governing board that the official executing the Certification is authorized to do so. Pursuant to these requirements, staff recommends adoption of a resolution approving the three applications to Cal OES for the Community Power Resiliency Allocation to Cities Program.

SUMMARY/FISCAL IMPACT

There is no cost at this time associated with this action. If awarded, this would be a reimbursement type grant with no City matching funds required. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E., Principal Civil Engineer

Concurrence: Michael Ho, P.E., Deputy Director of Public Works / City Engineer
Tony Olmos, P.E., Public Works Director

Attachments

Resolution

RESOLUTION NO. 2020-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA APPROVING SUBMITTAL OF APPLICATION TO THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES, FOR GRANT FUNDING FOR THE COMMUNITY POWER RESILIENCY ALLOCATION TO CITIES PROGRAM; ACKNOWLEDGING SUPPORT OF THIS PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPLICATION AGREEMENT FOR CERTIFICATION OF ASSURANCE OF COMPLIANCE

A. RECITALS:

(i) The Community Power Resiliency Allocation to Cities Program is administered by the California Governor's Office of Emergency Services (Cal OES) Grants Management Section to support California incorporated cities with additional preparedness measures in response to power outage events.

(ii) Funds associated with the Community Power Resiliency Allocation to Cities Program may be used to procure fixed, long term emergency electrical generation equipment, develop continuity plans, conduct risk assessments for critical infrastructure, create post event reports and public education materials, or purchase supplies to prepare for electric disruption.

(iii) Cal OES is required by law to obtain written certifications of compliance from applicants for grant funding. The Certification of Assurance of Compliance form is a binding affirmation that the subrecipient will comply with the following regulations and restrictions: state and federal civil rights laws, Drug Free Workplace, California Environmental Quality Act, Lobbying restrictions, Debarment and Suspension requirements, Proof of Authority documentation from the City Council/Governing Board.

(iv) The Certification of Assurance of Compliance regarding the Proof of Authority from City Council/Governing Board states that the applicant accepts responsibility for, and will comply with, the requirement to obtain a signed resolution from the City Council/Governing Board in support of the program.

(v) The Certification of Assurance of Compliance regarding the Proof of Authority from City Council/Governing Board states that the applicant is required to obtain written authorization from the City Council/Governing Board that the official executing this agreement is, in fact, authorized to do so, and that the applicant will maintain said written authorization on file and readily available upon demand.

(vi) The City of Brea is required to submit the necessary assurances and documentation before finalization of the Grant Subaward.

(vii) The City of Brea is a California incorporated city and meets the eligibility requirement to receive grant funding.

(viii) On October 29, 2020, the City of Brea submitted three (3) separate applications to Cal OES for grant funding for the Community Power Resiliency Allocation to Cities Program, including applications for the following projects: the Berry Street Water Pump Station Emergency Generator Program, the Carbon Canyon Water Booster Pump Station Emergency Generator Program, and the Senior Center Complex Emergency Generator System.

(ix) The City of Brea desires to incorporate power resiliency and emergency preparedness to the existing City infrastructure through each of the aforementioned projects.

B. RESOLUTION:

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED

by the City Council of the City of Brea that:

1. City Council approves the submittal of application to the California Governor's Office of Emergency Services (Cal OES) for grant funding for the Community Power Resiliency Allocation to Cities Program.

2. City Council is in support of this program.

3. City Council authorizes the City Manager to execute the application agreement for Certification of Assurance of Compliance.

4. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

APPROVED AND ADOPTED this 15th day of December 2020.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 15th day of December 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Award the Purchase of a Pre-engineered Pedestrian Bridge for Birch Hills Golf Course to TrueNorth Steel

RECOMMENDATION

1. Award the purchase of a pre-engineering pedestrian bridge for Birch Hills Golf Course to TrueNorth Steel in the amount of \$46,744.11; and
2. Authorize the City Engineer to issue change orders up to 10% of the contract price for required fabrication design changes.

BACKGROUND/DISCUSSION

The Birch Hills Golf Course Bridge Replacement Project, CIP No. 7958 is programmed in the FY 2020-21 Capital Improvement Program (CIP). The existing golf cart bridge, constructed in 1974, is a wood-framed superstructure, spanning 60' over the Loftus Diversion Channel. The bridge's superstructure and railings are deteriorated and damaged to the point of being hazardous, so the City had to close the bridge to traffic until it can be replaced. The replacement bridge will be a pre-engineered steel rolling beam structure.

On October 26, 2020, staff issued a Request for Bids (RFB) to select a qualified bridge fabricator/supplier for the purchase of this bridge. The RFB was posted on the City of Brea's procurement website. This RFB is for the purchase of the bridge only. Another RFB to perform the demolition, foundation, and installation work will be issued shortly after the drawings are approved and prior to the time that the new bridge arrives. It will take about three months to fabricate and delivery the bridge. The two separate RFBs should help save costs by purchasing the bridge directly from the manufacturer and will help expedite the review and approval process for the drawings versus going through the prime installation contractor only.

On November 24, 2020, staff received four bids shown below in order of lowest to highest bid. The RFB contained options for two different types of bridges. Some bidders submitted pricing for only one option while others submitted pricing for both options. TrueNorth Steel's bid was responsive and the lowest-priced bid. Staff recommends awarding option 1 to TrueNorth Steel as the overall design is more appealing and it is only \$489.19 more than their option 2 bid. The bid price from TrueNorth Steel was about \$13,256 or about 22% less than the Engineer's Estimate.

Bidder	Option 1	Option 2
TrueNorth Steel	*\$46,744.11	\$46,254.92

Wheeler Lumber	\$48,900.64	No Bid
Contech	\$56,420.06	No Bid
The Approach	\$62,999.10	\$81,499.00
*award recommendation		

SUMMARY/FISCAL IMPACT

The Project budget to replace the existing wooden bridge with a pre-engineered steel rolling beam structure is programmed in the FY 2020-21 CIP for \$130,000 from Fund 182 (FARP). Staff has reviewed their bid, verified their references, and recommends awarding the purchase of the Birch Hills Golf Course Bridge to True North Steel in the amount of \$46,744.11 and authorizes the City Engineer to issue change orders up to 10% of the Contract Price for required fabrication design changes.

If City Council approves staff recommendations, the Project is anticipated to start construction in early March 2021 and be completed by April of 2021.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer; and Neil Groom, Procurement and Contracts Administrator

Concurrence: Tony Olmos, P.E., Director of Public Works; and Cindy Russell, Administrative Services Director

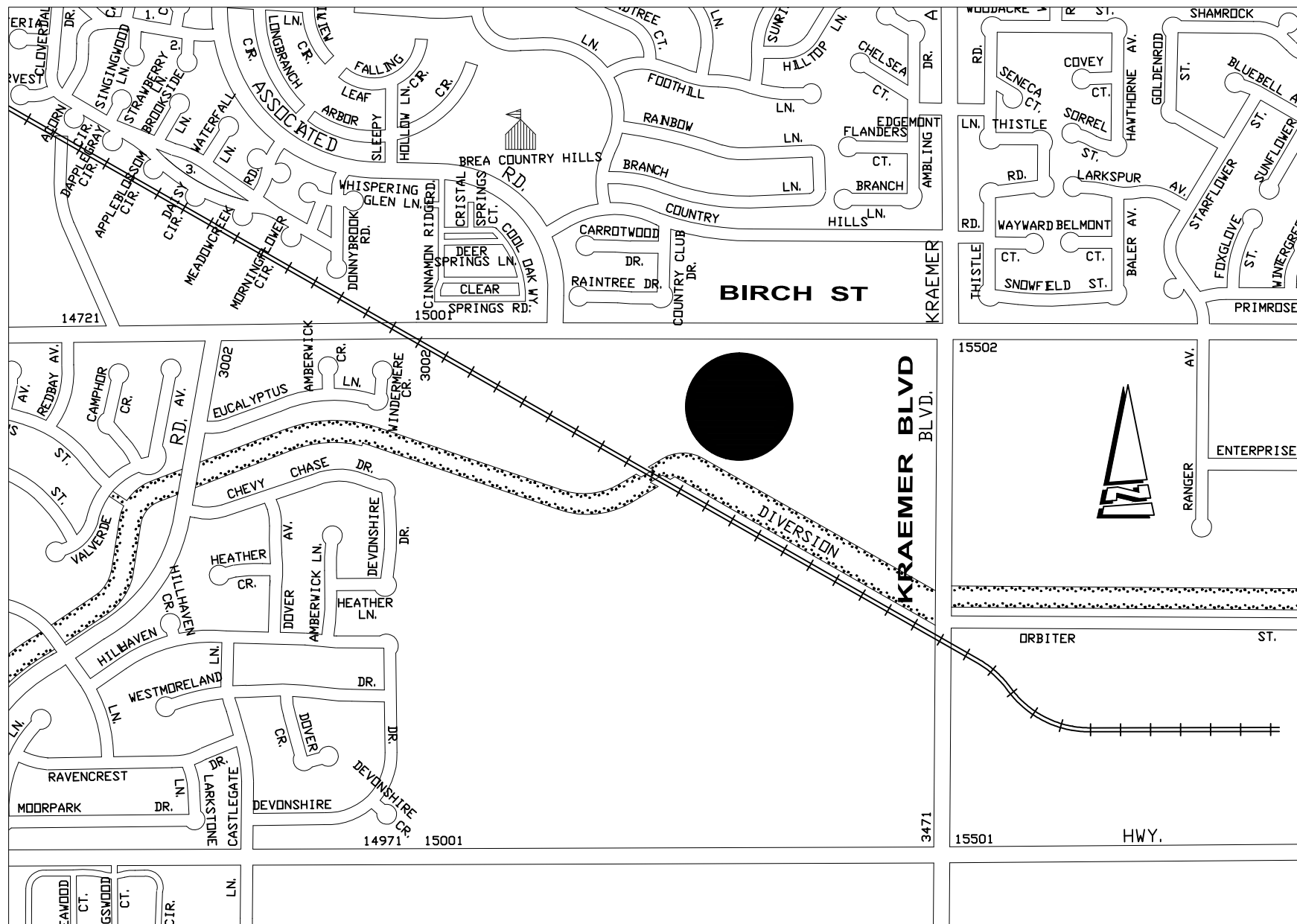
Attachments

Attachment A - Location Map

Attachment B - Specifications

Attachment C - Offer and Acceptance Agreement

NEW BRIDGE AT BIRCH HILLS GOLF COURSE



VICINITY MAP

NOT TO SCALE



Request for Bids
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course
RFB No. 2020102601

General Provisions Section

REQUEST FOR BIDS # 2020102601
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course

1. **New Materials.** Contractor must provide new products that are in good condition unless otherwise stated in Solicitation.
2. **Discounts/Rebates.** Offer must include any discounts or rebates in Offer prices.
3. **Patents, Royalties, and License Fees.** Offer must include all applicable patent, copyright, royalties, and license fees in Offer prices. Contractor shall defend all suits or claims for any infringement against City, and hold City harmless from any associated loss, costs, and attorney's fees.
4. **Delivery Costs.** Offer must include all applicable delivery charges in Offer prices. FOB is destination to the City-specified location where title transfers to City. Delivery costs must include delivery, offloading, and inside delivery as may be required by the Scope of Work and Specifications.
5. **Installation Costs.** Offer must include all installation costs in Offer prices. On-site installations require insurance as set forth in Insurance Requirements below.
6. **Fees.** Governmental mandated fees, surcharges, and taxable taxes. Waste disposal fees.
7. **Taxes.** Offer must include sales tax for lump sum items and subtotal sales tax for individual items, unless otherwise specified in Solicitation in Offer prices. City pays applicable State sales or use tax at the Orange County rate in effect at the time of purchase, and will include sales tax on the Purchase Order. Deliveries made by vendor-owned truck are taxable. Assembly is taxable. Installation is not taxable. City is exempt from Federal Excise tax.
8. **Bonds and Insurance Costs.** Offer must include all costs for required bonds and insurance.
9. **Warranty Costs.** Offer must include standard manufacture warranty costs if any.
10. **Miscellaneous Costs.** Offer must include all miscellaneous costs not listed above, including but not limited to management; labor; prep work; travel; transportation; incidentals; applicable taxes and fees; licenses; permits; notices; and all other related costs.
11. **Prevailing Wages Requirements:** Offer must include all applicable prevailing wages, as applies to Public Works projects in Offer prices. If services are being; visit www.CityofBrea.net/Purchasing, Public Works Terms and Conditions for detailed requirements.
12. **Preparation Expense.** Offerors prepare and make offers at their sole expense.
13. **All-Inclusive Costs.** Offer must include all costs listed above, everything necessary to furnish all Scope of Work/Specifications requirements. Additional costs will be disallowed.
14. **Additions or Deletions of Goods.** City reserves the right to increase or decrease the goods or services and City will pay for or be credited for the corresponding change based on the original Offer prices as may be adjusted by any allowable unit price changes (i) as provided for in the original Solicitation; or (ii) that were not provided for in original Solicitation in an aggregate amount not to exceed Offer amount plus an amount that cumulatively does not exceed 5% of the original Offer amount or \$5,000, whichever is less.
15. **Payment Terms.** City will issue payment to Contractor within net 30 days after satisfactory receipt of goods or services and invoice, whichever occurs last. City will not make advance payment unless: (i) Contractor has furnished a satisfactory security of equal monetary value as City has permitted; or (ii) it is for an annual pre-paid maintenance plan.
16. **Business License.** Contractor, who will be operating within City, including temporary activities and contractors with offices outside City, must have a current business license prior to providing any product or services to City. Contractor is responsible for all associated costs. Visit <http://www.cityofbrea.net/111/Business-License-Requirements>.

REQUEST FOR BIDS # 2020102601
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course

17. Quality Guaranty. Contractor must provide a 90-day minimum warranty on all Contractor-furnished articles including but not limited to labor, products, workmanship unless otherwise agreed-upon in writing and attached hereto. In the event City discovers any defective Contractor-furnished articles, at City's discretion, Contractor shall cure, at Contractor's sole expense, either by (i) repairing; (ii) removing and replacing; or (iii) removing, returning, and refunding money to City for all such defective articles. In the event Contractor does not implement the cure in a reasonable time, City may have all such defective articles cured by other means and charge Contractor for that cure.

18. Hold Harmless and Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers and employees from and against any and all claims of any kind or nature presented against City arising out of Contractor's and/or Contractor's employees, representatives, subcontractors, products performance under any awarded purchase order contract or agreement excepting only such claims, costs or liability which may arise out of City's sole negligence.

19. Independent Contractor. Contractor and its employees, officers and agents are independent contractors and shall not be construed for any purpose to be City employees.

20. PERS Compliance. Contractor agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Contractor shall comply with the Public Employees' Retirement Law, commencing at Government Code § 20000, regulations of CalPERS, and the Public Employees' Pension Reform Act of 2013, as amended.

21. Assignment and Subcontracting. Contractor may not assign, either in whole or in part, the Purchase Order without City's prior written consent, which shall be accomplished through an Assignment and Assumption Form. Contractor may not subcontract to any subcontractor without City's prior written consent.

22. Termination. City may terminate any resultant Agreement or Purchase Order upon giving a written "Notice of Termination" to Contractor of termination specified in said notice. Contractor shall be compensated for satisfactorily furnishing any goods or services prior to the date of termination at the amounts set forth in the Agreement or Purchase Order. Contractor may request relief for any in-process expenses that Contractor has incurred providing that sufficient documentation has been provided to City within three business days of the receipt of the Notice of Termination. Profits are not considered expenses and will not be considered for relief. Contractor may not terminate the Agreement or Purchase Order except for cause. Termination of the Agreement or Purchase Order does not release Contractor from any claims, damages or other liability incurred prior to termination date.

23. Applicable Laws. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances and shall obtain all necessary licenses and permits.

24. Governing Law. The Agreement or Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation therefrom shall be the Superior Court of the County of Orange.

25. Attorneys' Fees. In the event any legal proceeding is instituted to enforce any term or provision of the Agreement or Purchase Order, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court.

26. Bonding Requirements. Contractor must provide the specific bonds, in the required amounts, in a form acceptable to City, and by the stated time required as may be stated in Solicitation. Checks or letters of credit will not be accepted in lieu of bonding unless otherwise stated in the Solicitation. For the complete standard requirements visit www.CityofBrea.net/Purchasing Insurance and Bonding heading.

REQUEST FOR BIDS # 2020102601
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course

27. Insurance Requirements. If services are being performed on City property, Contractor must provide the specific insurance in required amounts, in a form acceptable to City, by required time as may be stated in Solicitation. Unless otherwise stated in Solicitation, City's standard minimum insurance requirements are set forth below. For the complete standard requirements visit www.CityofBrea.net/Purchasing Insurance and Bonding heading.

- A. Minimum AM Best's Guide Rating: A / VII
- B. Definitions:
 - i. CSL=Combined Single Limit
 - ii. P/O=Per Occurrence
 - iii. AIE=Additional Insured Endorsement
 - iv. WOS=Waiver of Subrogation
- C. General Liability: \$2,000,000 CSL P/O; AIE, WOS.
- D. Auto Liability: \$2,000,000 CSL P/O; AIE, WOS (not required if no vehicles are used or for deliveries only)
- E. Workers' Compensation: to statutory limits; Employers' Liability \$1,000,000 WOS (not required if no employees used)
- F. Additional Insured: City named as an Additional Insured.
- G. Notice of Cancellation: Minimum of 30 days written notice of any change or cancellation.

End of this Section

REQUEST FOR BIDS # 2020102601
for a *Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course*

Response Section

REQUEST FOR BIDS # 2020102601
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course

SCOPE OF SERVICES AND SPECIFICATIONS REQUIREMENTS

1. Introduction.

A. The City of Brea (City) proposes desires to replace the existing golf cart bridge at the Birch Hills Golf Course. Arcon Structural Engineers, Inc. (Consultant) has been tasked by the City with reviewing available bridge superstructure replacement options, and render an opinion regarding potential solutions to the bridge replacement without or with a minimum amount of foundation work.

B. The existing bridge is a wood-framed superstructure, spanning 60' over the Loftus Diversion Channel. The bridge was constructed in 1974 and may be described as follows: The bridge superstructure and railings are very deteriorated, damaged to the point of being hazardous, and the City has closed the bridge to traffic.

C. The replacement bridge will continue carrying pedestrian and golf cart traffic, including incidental service vehicles. It is understood that the new bridge superstructure will not be replaced by another wood-framed deck, but by a pre-engineered steel truss or steel rolling beam structure to be supported by the existing foundation, if possible, with minor foundation work. A precast concrete girder bridge will be too heavy for the existing abutment foundations, requiring extensive abutment work. It is also understood that the bridge deck elevations will be maintained, avoiding the need for new civil grading plans.

D. The abutments are reinforced concrete pile caps supported by two 24" diameter lightly reinforced cast-in-place drilled-hole (CIDH) piles. The abutment pile caps are 3'-0" wide by 2'-0" deep pile caps with a 4'-8" high back wall and sloping wing walls projecting forward into the channel. The abutments appear to be in good condition.

E. The bridge deck is 14'-0" wide and 63'-0" long, constructed without skew with respect to the abutments. The superstructure consists of an asphalt pavement laid over 3x6 longitudinal sub floor planks. The floor planks are supported by 4x12 transverse stringers @ 4'-0" O.C. The stringers are supported by two 6.75" x 40.5" glue laminated girders spaced @ 10'-0" O.C., with metal cross bracing @ 12'-0" O.C. The girders are supported at the abutments on each end on steel base plate assemblies. There is a water line and four PVC conduits suspended from the end of the stringers running along the east side. The bridge railing consists of 2-2x6 supports with single 4x6 in-fill bolted to the end of the stringers. There are a 3x8 wood cap and three 2x6 horizontal pieces completing the wood railing.

F. City will solicit bids for the foundation work and installation work separately from this Solicitation.

2. Design Criteria and Special Requirements.

A. The design of the replacement bridge will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with California Amendments (AASHTO-CA BDS-8), Preface Dated April 2019.

B. The golf cart bridge will be constructed to maintain its 12'-0" clearance between railings, and will be designed for a pedestrian load of 90 psf or a H10 truck load representing golf carts and service vehicles. The bridge will not carry fire engine loads. The bridge will also continue carrying the existing water line and PVC conduits currently installed along its east side.

C. Other than minor abutment work, the bridge replacement should not require working in the existing channel. However, it is clear that the south embankment of the channel has been protected with rip-rap which was interrupted under the bridge deck, probably because the difficulty of installation once the bridge was in place. The north embankment under the bridge is eroded and will need to be protected. It is clear and recommended that the embankment under both abutments should be protected with rip-rap.

REQUEST FOR BIDS # 2020102601
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course

3. Specifications.

A. Approved-equals requests must be received by the Question Deadline. For consideration, submit a request for approved equal with sufficient side-by-side supporting data, warranty information, and the corresponding item number for any items Offeror believes to be equal or better than specified in Scope of Services and Specification.

B. The most cost-effective alternatives for the replacement of the bridge superstructure are a pre-engineered single span steel girder truss bridge and a single span rolling girder bridge, both described as follows:

C. Option No. 1: Connector Style Truss Bridge:

- i. Trusses: 62' long x approximately 7'-9" high side girder trusses
- ii. Finish: Unpainted Self-Weathering steel
- iii. Decking Material: 6" concrete over galvanized steel deck
- iv. Horizontal safety rails at 4" max to height of 42 inches
- v. IPE rub rail
- vi. Steel toe plate
- vii. Delivered in a single section
- viii. The forward projecting abutment wing walls will interfere with the girder trusses and will have to be modified. A concrete overlay epoxy doweled into the existing abutment seat and walls will be required over the abutment seats to raise the level of the supports as required for the installation of the girder trusses and bridge anchor bolts. A General Plan for the bridge constructed with pre-engineered steel girder trusses is enclosed as Exhibit No. 1.

- ix. Girder Truss Bridge Live + Dead Load Reactions: 92.8 Kips

D. Option No. 2: Modular Rolled Girder/Beam Span Style Bridge:

- i. Girders: Three 60' long by approximately 33" deep steel beams
- ii. Finish - Unpainted Self-Weathering steel
- iii. Decking Material: 3" concrete over galvanized steel deck
- iv. Horizontal safety rails at 4" max to height of 42 inches
- v. IPE rub rail
- vi. Steel toe plate
- vii. Delivered in a single section
- viii. The forward projecting abutment wing walls will not interfere with the rolling beams and will not need to be modified. A concrete overlay epoxy doweled into the existing abutment seat and walls will be required over the abutment seats to raise the level of the supports as required for the installation of the rolling beams and bridge anchor bolts. A General Plan for the bridge constructed with pre-engineered steel rolling beams is enclosed as Exhibit No. 2.

- ix. Rolled Girder/Beam Bridge LL + DL Reactions: 107.4 Kips

E. Design Loading Requirements of the PVC conduits and the Waterline:

- i. The 8" pipe with water must be at least 45 lbs./ft
- ii. The conduits must be least 10 lbs./ft.

REQUEST FOR BIDS # 2020102601
for a *Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course*

4. Scope of Services.

A. Provide a milestone timeline based on the Timeline for Design Review, Fabrication, Delivery, and Assembly Section below to City Project Manager no later than two weeks after award.

B. Provide structural design calculations, shop drawings, installation drawings, and foundation plans that are signed and sealed by a registered professional engineer in the State of California for proposed the City-selected bridge to City Project Manager no later than eight weeks after award.

C. Make any required revisions to the preceding documents within two weeks after receipt of revisions from City Project Manager.

D. Provide all connection and splice hardware to facilitate installation by City's construction contractor who will place the completed bridge in its final resting place and make all final connections.

5. Delivery and Assembly.

A. Make delivery within three months after final approval drawings.

B. Deliver the bridge to the designated location indicated in Exhibit No. 3 and as may be as directed by the City Project Manager. Coordinate and assist the installing contractor with offloading of the bridge.

i. Location: Birch Hills Golf Course, 2250 E Birch St, Brea, CA 92821

ii. Day and Time: coordinate an agreed-upon delivery day and time with City Project Manager. Provide a written notice at least 24-hours before the scheduled delivery.

iii. Delivery route is clear, but is through is through course parking lot and then along flood control channel. Installation Contractor is responsible for coordinating delivery and any crane(s) needed to unload bridge or bridge sections.

C. Assemble and secure all parts, components, including any sub-assemblies that could not be transported as part of the main bridge sections.

D. Ensure that all splice sections fit seamlessly together.

6. Certification.

A. Provide a certificate verifying that the bridge was complete, fully-assembled, and properly welded according to the manufacturer's specifications and City-approved plans.

B. Note that such certification is required prior to City making any payment contractor.

7. Warranty Requirements:

i. Provide, at no additional charge to City, an on-site 10-year warranty against defects in material and workmanship effective after the date of final acceptance by City.

ii. Provide such warranty services within three business days after receipt of notification from City. Such notification shall include a detailed description and relative photos of any such defects.

End of this Section

REQUEST FOR BIDS # 2020102601
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course

OFFER PRICE FORM

TrueNorth Steel

(Offeror's Company Name)

Per the City of Brea's Terms & Conditions, Specifications, Scope of Work, any attachments, exhibits, the following prices represent the all-inclusive costs as detailed in the General Provisions Section.

Include all costs to provide a ready-to-install pre-fabricated bridge including but not limited to materials, labor, transportation, delivery, offloading, fees, surcharges, taxes, bonds and insurance, and miscellaneous costs. No additional costs allowed. Exclude installation costs.

City will choose the lowest cost bridge from the qualified offeror.

City will make payment after receipt of the bridge and all deliverables including but not limited to final drawings, installation instructions, warranty, and certifications.

Item	Description	Lumpsum
1	Option No. 1: Continental Connector Style Truss Bridge	\$46,744.11

Item	Description	Lumpsum
1	Option No. 2: Modular Rolled Girder/Beam Span Style Bridge	\$46,254.92

REQUEST FOR BIDS # 2020102601
for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course

OFFER AND ACCEPTANCE AGREEMENT

OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in Offer Price Form. Further, I understand that no contract exists unless City accepts this Offer by signing below.

Business Name: TrueNorth Steel

Federal ID# 45-0259886

Applicable License Lic.#: 968736

Exp Date: 05/31/21

Business Type 1) Individual/Sole Proprietor 2) Partnership 3) Limited Liability Company
(Contractor select one) 4) Corporation (requires two signatures) 5) Other. Enter # here: 4

Address: 5405 Momont Road

City, State, Zip: Missoula, MT 59808

Printed Name & Title: Cory W. Claussen / Bridge Sales Manager

Phone & Email: 406-370-2548 cory.claussen@truenorthsteel.com

Signature(s): Cory W. Claussen
(principal)

Date: 11/24/20

Signature(s): Pauli Persson, Secretary
(2nd Signature required if corp)

Date: 11/24/20

ACCEPTANCE of Offer by the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to accept Offer on behalf of and to bind City of Brea and I accept the Offer accordingly. Contractor is now bound to furnish all requirements set forth in Contractor's Offer. Contractor is cautioned not to begin work until a written notice to proceed or purchase order is received from City.

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: _____

Authorized Signature: _____

Date

Attestation (if total contract value exceeds \$25,000)

Printed Name & Title: Lillian Harris-Neal, City Clerk

Authorized Signature: _____

Date

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Approve Plans and Specifications, Receive Bids, and Award Contract with Gentry Brothers, Inc. in the amount of \$279,738.24 for the Country Lane Street Rehabilitation, CIP No. 7323, ("Project")

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, Gentry Brothers, Inc., in the amount of \$279,738.24; and
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Country Lane Street Rehabilitation, CIP No. 7323 ("Project") is programmed in the FY 2020-21 Capital Improvement Program (CIP). The Project is located within a residential neighborhood north of Lambert Road, southwest of State College Boulevard, east of Brea Boulevard and west of Cliffwood Avenue (Attachment A). The work consists of pavement rehabilitation including cold milling, placement of new asphalt concrete, sidewalk improvements, curb and gutter improvements, curb ramp improvements, and adjustment of manholes and valves in the Country Lane neighborhood.

On October 21, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on October 29, 2020, 14 days prior to bid opening. A hard copy of the Bid Documents are available at the City Clerk's office for review.

On November 12, 2020, staff received a total of eleven bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$279,738.24 from Gentry Brothers, Inc. ("Gentry Brothers") from Irwindale, CA (Attachment B).

Below are the results of the eleven bids received within Table 1:

Table 1 – Total Bid Summary

Bidder Number	Bidder	Amount Bid
1	Gentry Brothers, Inc.	\$279,738.24
2	Hardy & Harper, Inc.	\$300,000.00
3	Onyx Paving Co.	\$318,000.00
4	Pave West	\$327,475.09
5	All American Asphalt	\$329,444.00
6	Prestige Striping Services	\$330,671.53
7	Sequel Contractors	\$330,827.42
8	Copp Contracting, Inc.	\$341,015.72
9	Excel Paving Co.	\$349,767.68
10	R.J. Noble	\$364,358.05
11	EBS General Engineering	\$452,660.76
	<i>Engineer's Estimate</i>	\$315,715.00

As depicted within Table 1, the three lowest bids were very competitive with the apparent lowest bid price from Gentry Brothers coming in lower than the Engineer's Estimate (EE) by approximately \$35,976.80, about 11% under.

Gentry Brothers has been in the construction business for 40 years and has completed construction of similar street improvement projects for the cities of West Covina, Montclair, and Walnut. Their California Contractor's license (397682) and Department of Industrial Relations registration number (1000002240) have been verified by staff and their bid package has met the City requirements. In addition, staff contacted the cities of West Covina, Montclair and Walnut, where the contractor has received favorable reviews. Based on the aforementioned bid review, staff has determined Gentry Brothers to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, Gentry Brothers in the amount of \$279,738.24 (Attachment C).

SUMMARY/FISCAL IMPACT

The Project budget is programmed in the FY 2020-21 CIP with an amount of \$825,000. The total updated cost for the Project going into construction is estimated at \$364,170.87 based on the final FY 2020-21 design costs (\$10,302), apparent low bid amount of \$279,738.24, a 10% contingency (\$27,973.82), and construction engineering costs (\$46,156.81). Once the Project is complete, the remaining project funds will be de-obligated back into the associated funds. The sources of funds within the approved budget are from the Measure M Fund (260) and Gas Tax Fund (220). There is no impact to the General Fund from this project.

The Project will rehabilitate streets in the Country Lane residential neighborhood including placement of new asphalt concrete, sidewalk improvements, curb and gutter improvements, curb ramp improvements, and the adjustment of manholes and valves. If City Council approves staff recommendations, the Project is anticipated to start construction in January 2021 and be completed by April 2021.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho., P.E., Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

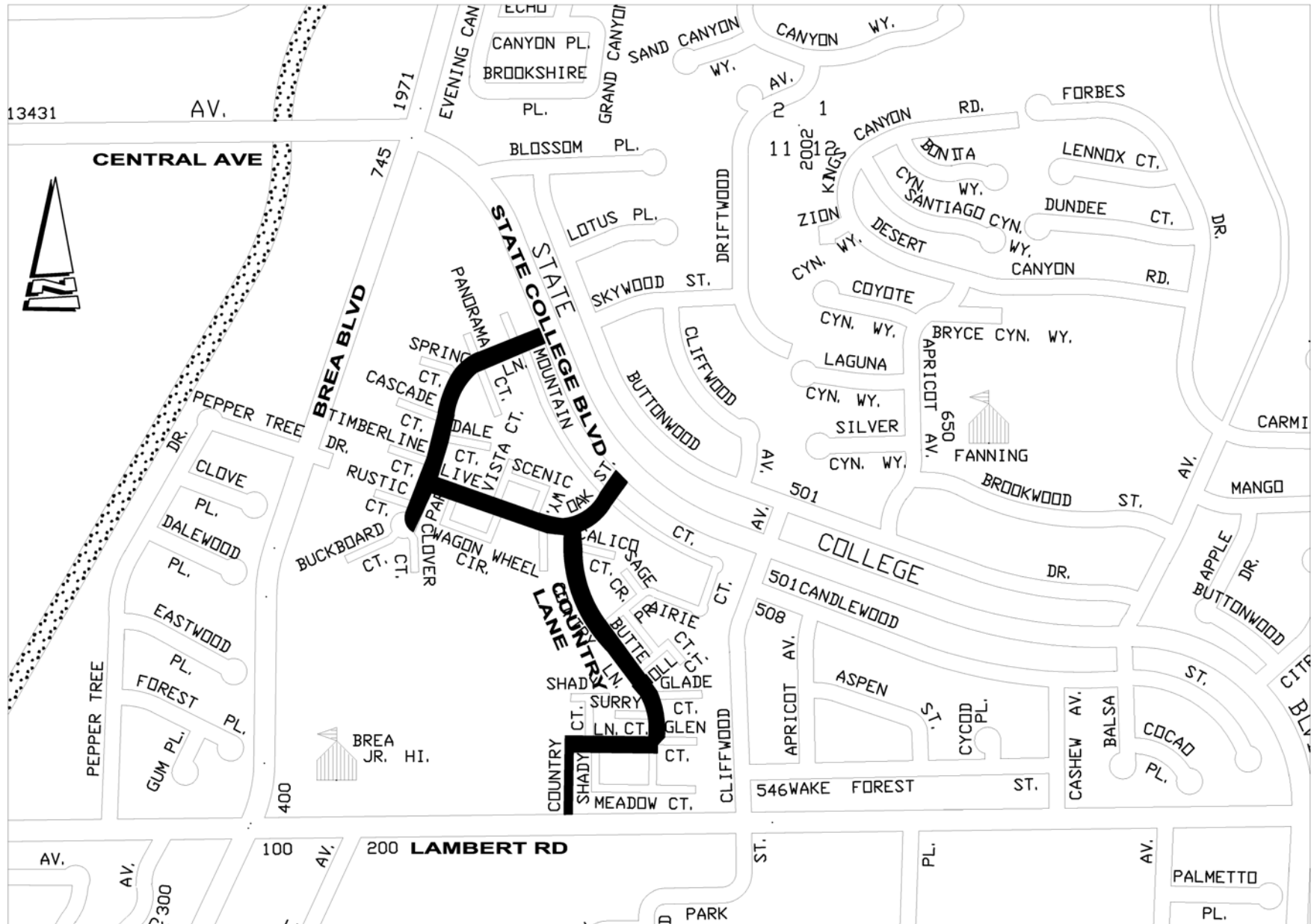
Location Map

Gentry Brother's, Inc. Proposal

Construction Contract Agreement

PROJECT 7323

COUNTRY LANE STREET REHABILITATION



VICINITY MAP
NOT TO SCALE

Bidder: --- **Gentry Brothers, Inc.**
384 E Live Oak Ave
Irwindale, Ca 91706

SECTION C

PROPOSAL

for the
COUNTRY LANE STREET REHABILITATION

CIP PROJECT NO. 7323

in the

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 60 working days, starting from the date of the Notice to Proceed.

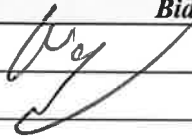
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that 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 AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find BOND in the amount of \$ 10% which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
		

BID FORM
COUNTRY LANE STREET REHABILITATION
CIP NO. 7323

Bidder: Gentry Brothers, Inc.
384 E Live Oak Ave
Irwindale, Ca 91708

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% max)	1 LS	Lump Sum	10,000 ⁰⁰
2.	Traffic Control	1 LS	Lump Sum	35,549 ⁷⁴
3.	BMP's/NPDES	1 LS	Lump Sum	3,000 ⁰⁰
4.	Traffic Markings & Striping	1 LS	Lump Sum	7,775 ⁰⁰
5.	Unclassified Excavation	4,626 SF	\$ 1 ¹⁰ /SF	5,088 ⁶⁰
6.	Cold Mill 2" Deep	132,674 SF	\$ 0 ³⁵ /SF	46,435 ²⁰
7.	Construct Type C2 PG 64-10 AC Surface Course	1,658 TON	\$ 70 ⁰⁰ /TON	116,060 ⁰⁰
8.	Construct Type B2 PG 64-10 AC Base Course	60 TON	\$ 70 ⁰⁰ /TON	4,200 ⁰⁰
9.	Construct Crushed Aggregate Base Course	163 TON	\$ 25 ⁰⁰ /TON	4,075 ⁰⁰
10.	Remove Existing & Construct PCC Curb and Gutter	18 LF	\$ 80 ⁰⁰ /LF	1,440 ⁰⁰
11.	Remove Existing & Construct New Curb Ramp	4 EA	\$ 3,500 ⁰⁰ /EA	14,000 ⁰⁰
12.	Remove Existing & Construct New 4" Thick PCC Sidewalk	2,183 SF	\$ 8 ⁰⁰ /SF	17,464 ⁰⁰
13.	Adjust Water Valve to Grade	26 EA	\$ 125 ⁰⁰ /EA	3,250 ⁰⁰
14.	Adjust Sewer Manhole to Grade	19 EA	\$ 600 ⁰⁰ /EA	11,400 ⁰⁰

Total: Bid in Figures: \$ 279,738.²⁴

Total: Bid in Words:

TWO - HUNDRED SEVENTY - NINE THOUSAND, SEVEN HUNDRED THIRTY - EIGHT DOLLARS AND TWENTY - FOUR CENTS.

1. Bidder declares that they have read and understand Item No. 11 of Instructions to Bidders. [Signature] (Bidder Initial)

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and DIR registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
4	2.3%	SUPERIOR PAVEMENT MARKINGS CYPRESS, CA	276306		1000001476

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

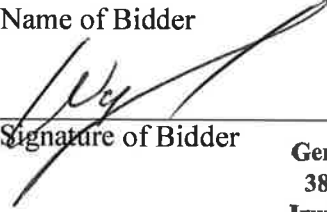
ss.

County of Orange

Wayne Gentry
SEC. TREAS, being first duly sworn, deposes and says that he or she is
of GENTRY BROTHERS, INC the party making the foregoing
bid that the bid is not made in the interest of, or on the 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, or 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 fee to any corporation, partnership, company association, organization,
bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

GENTRY BROTHERS, INC

Name of Bidder


Signature of Bidder

**Gentry Brothers Inc
384 Live Oak Ave
Irwindale CA 91706**

Address of Bidder

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

NOTARY PUBLIC _____

NOTARY SEAL

California Acknowledgment Form

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 } ss.

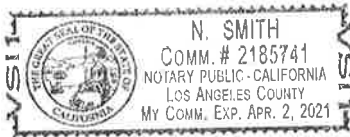
On November 10, 2020 before me, N. Smith,
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his 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.

Seal

WITNESS my hand and official seal.



Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Non Collusion Declaration # of Pages: 1

Notes

City of Brea - Country Lane Street Rehabilitation #7323

BIDDER'S 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 W. J. [Signature]
Title SEC. TREAS.
Firm CENTRY BROTHERS, INC
Date 11-10-20

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **COUNTRY LANE STREET REHABILITATION, CIP NO. 7323**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

CENTRY BROTHERS, INC

Contractor

By

SEC. TREAS

Title

Date: 11-10-20

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from 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 space provided.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CENTRY BROTHERS, INC

Contractor

By

Title

Date: 11-10-20

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name Gentry Brothers Inc
384 Live Oak Ave
Irwindale CA 91706

Business Address _____

City, _____ State _____ Zip _____

(626) 357-9631
Telephone Number _____

Wayne@gentrybrothers.net
Email Address _____

397682 A
State Contractor's License No. and Class _____

1000002240
DIR Registration Number _____

1981
Original Date Issued (Contractor's State License) _____

11-10-20
Expiration Date _____

The work site was inspected by Wayne of our office on 11-9, 2020

The following are persons, firms, and corporations having a principal interest in this proposal:

GENTRY BROTHERS, INC _____

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

CENTRY BROTHERS, INC

Company Name

Signature of Bidder

Printed or Typed Signature

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

NOTARY PUBLIC

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1.

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager:

Contract Amount

Type of Work

Date Completed

2.

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager:

Contract Amount

Type of Work

Date Completed

3.

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager:

Contract Amount

Type of Work

Date Completed

California Acknowledgment Form

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.

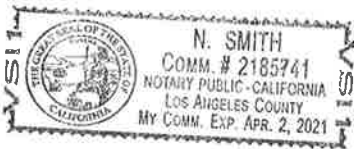
State of California }
County of Los Angeles } ss.

On November 10, 2020 before me, N. Smith
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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(~~XXXX~~) executed the same in his(~~XXXX~~) or au-thorized capacity(~~s~~), and that by his 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.

Seal



WITNESS my hand and official seal.

Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

This is not required under California State notary public law.

Document Title: Bidder's Information # of Pages: 1

Notes

City of Brea - Country Lane Street Rehabilitation #7323

OWNER	Phone # - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut		Emergency Work - Lemon Creek			\$ 14,800.00	1/8/2020 - 1/17/2020	NA
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger		\$ 1,728,775.00	2/3/2020 - 5/5/2020	Rodney
Downey	562-622-3468	Capital Improvement Project #19-04 - Samoline Avenue	Desi Gutierrez		\$ 717,800.00	2/3/2020 - 5/19/2020	Gilbert
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti		\$ 26,000.00	1/27/2020 - 01/30/2020	Gilbert
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez		\$ 1,715,418.60	3/9/2020 - 6/30/2020	Art/Marcos
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez		\$ 2,112,094.90	5/13/2020 - In Progress	Marcos
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez		\$ 969,070.55	6/1/2020 - 6/12/2020	Rodney
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman		\$ 443,940.10	4/20/2020 - 5/19/2020	Rodney
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins		\$ 129,820.00	6/8/2020 - 7/21/2020	Gonzalo
Pomona		Street Preservation - #428-68561 FY19-20			\$ 1,866,732.42	6/24/2020 - In Progress	Rodney
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800-2017-11	Shelley Hayes		\$ 856,368.00	8/20/2020 - In Progress	Wayne
Covina		Badillo Street Rehabilitation - #P1901-W2003			\$ 2,484,067.00	8/3/2020 - In Progress	Gonzalo
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20-163	Sam Gutierrez		\$ 390,920.00	8/10/2020 - In Progress	Marcos
Claremont		Guardrail Replacement			\$ 48,500.00	7/22/2020 - 8/19/2020	Wayne
Chino		FY 15/16 Alley Reconstruction			\$ 1,816,952.85	TBD	TBD
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton		\$ 886,393.28	10/5/2020 - In Progress	Rodney
Covina	626-384-5236	Concrete Repairs	Kristen Weger		\$ 156,737.50	10/5/2020 - In Progress	Gonzalo
Industry		Temple Ave Dual Right Turn CITY-1458			\$ 498,028.00	TBD	TBD
					\$ -		
					\$ -		
					\$ -		

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	City Project #2018-0269 Various Locations	Sam Gutierrez	81	\$ 1,757,175.50	3/28/2019 - 5/22/2019	Rudy
La Verne	909-596-8750	2018-19 Pavment Management Program	Anthony Ciotti	81	\$ 579,638.20	2/27/2019 - 3/21/2019	Rodney
Sierra Madre	626-355-7135	FY 2018-19 Street Improvement	Bruce Inman		\$ 654,709.25	4/22/2019 - 6/28/2019	Rodney
El Monte	NA	Emergency Work - Valve Replacement Tyler & Irish	NA		\$ 14,653.33	3/1/2019 - 3/1/2019	Gilbert
Jurupa Valley		Jurupa Valley - Emergency Culvert Repair	Steve Lorisio	80	\$ 29,657.48	2/15/2019 - 2/19/2019	Rudy
La Verne	909-596-8750	2018-19 PMP Various Locations	Anthony Ciotti	83	\$ 425,802.50	4/29/2019 - 5/14/2019	Steve
La Verne	909-596-8750	CDBG Sidewalk Project #1401123	Anthony Ciotti	81	\$ 98,800.00	5/27/2019 - 6/7/2019	Steve
La Verne	909-596-8750	Baseline Road	Anthony Ciotti	83	\$ -	6/11/2019 - 6/21/2019	Marcos
Pomona	909-802-7415	Street Preservation/ Local and Alleys	Steve Enna		\$ 3,995,744.00	6/17/2019 - 10/30/2019	Rudy/Pomona
Montclair	909-625-9444	San Jose Street Rehabilitation - #17022	Steve Stanton	83	\$ 286,929.00	7/1/2019 - 7/29/2019	Marcos
Walnut	909-594-9702	La Puente Road Rehabilitation - #178975	Jason Welay/RKA		\$ 593,622.50	7/1/19 - 10/21/2019	Rodney
San Dimas	909-934-6248	Avenida Entrada Street Improvements	Brandon Slater		\$ 897,998.00	8/5/2019 - 11/26/2019	Rodney
City of Industry	626-333-2211	Resurfacing of Don Julian Road	Kristen Weger		\$ 806,400.00	TBD	TBD
City of Baldwin Park	626-960-4011	SB1 Puente Avenue Street Improvements	Sam Gutierrez		\$ 1,071,867.00	11/18/2019 - 3/14/2020	Gilbert
City of Duarte	626-357-7931	Removal of Barriers for ADA Ramps	Teres Renteria		\$ 41,080.00	12/2/2019 - 12/17/2019	Rodney
City of Chino Hills	909-364-2766	Los Serranos Transit #S19001	Steven Nix		\$ 397,210.00	1/6/2020 - 5/19/2020	Rodney
City of South Pasadena	626-403-7240	Alpha Ave/Melva Street Improvement	Kevin Ko		\$ 1,698,910.00	4/28/2020 - In Progress	Gilbert
City of Montebello	323-887-1200	Beverly Boulevard Improvements	Roberta Lacayo		\$ 739,951.20	5/11/2020 - In Progress	Rodney
City of Industry	626-333-2211	Annual Street Rehabilitation #CIP-STR-19-043-B	Gerry Perez		\$ 420,492.00	2/26/2020 - 9/22/2020	Marcos
City of Montclair	909-625-9444	Emergency Road Work	Steve Stanton		\$ 110,000.00	1/8/2020 - 1/20/2020	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Covina	626-384-5236	Cypress Reservoir Drainage Improvemets	Kristen Wegar	78	\$ 97,680.00	4/18/2018 - 5/11/2018	David
Baldwin Park	626-960-4011	Residential Street Rehabilitation - #2018-0220	Sam Gutierrez	83	\$ 653,070.00	4/3/2018 - 5/29/18	Rodney
LACDPW	626-458-3111	Ballentine Pl. et al - Project #RDC0015528	Harry Cong	82	\$ 4,600,159.75	6/13/2018 - 2/8/2019	Rodney
Glendora	626-914-8216	Pasadena Avenue Street Rehabilitation #1243	Harutyun Mesopyah	78	\$ 168,712.10	3/19/2018 - 4/9/2018	Steve
Covina	626-384-5236	Grand Avenue Water Line Upgrade	Kristen Wegar	79	\$ 1,289,295.00	4/3/2018 - 10/9/2016	Gilbert
Glendora	626-335-6175	Auto Centre Dr/Arnelia Avenue Improvement Project #1183/#1202	Joseph Velosa	78	\$ 896,840.00	4/3/2018 - 5/29/2018	Arturo
Whittier	562-567-9500	18-011 Hoover Avenue Water Main Replacement	Sunny Ng	82	\$ 1,513,600.00	7/2/2018 - 2/8/2019	David
Montclair	909-625-9444	Zone 4 Montclair Street Rehabilitation	Steve Stanton	80	\$ 3,696,445.00	5/14/2018 - 12/27/2018	Arturo
La Verne	909-596-8750	"E" Street "8" Water Main	Anthony Ciotti	79	\$ 773,658.00	6/11/2018 - 10/2/2018	David
La Verne	909-596-8750	2017-2018 CDBG Sidewalk Improvements	Anthony Ciotti	79	\$ 54,600.00	4/30/2018 - 5/8/2018	Rodney
La Verne	909-596-8750	Island Medians - Wheeler Avenue	Anthony Ciotti	78	\$ 97,512.00	5/9/2018 - 5/14/2018	Rodney
La Verne	909-596-8750	Wheeler Avenue Pavement Rehabilitation	Anthony Ciotti	78	\$ 690,300.00	6/5/2018 - 8/20/2018	Rodney
Glendora		Emergency - Juanita Ave		80	\$ 29,657.48	2/15/2018 - 2/19/2018	Gilbert
Montclair	909-625-9444	Central Avenue Alley Improvements	Steve Stanton	80	\$ 223,825.00	9/26/2018 - 10/30/2018	Arturo
Upland	909-291-2946	Linda Way Reconstruction/Utility Imp #7061	Bob Critchfield	80	\$ 356,375.00	8/30/2018 - 12/28/2018	Wayne
Covina	626-384-5236	Trip Road Improvement - Phase I	Kristen Wegar	81	\$ 2,433,358.00	9/25/2018 - 3/4/2019	Gilbert
Upland	909-291-2946	San Antonio Pavement Rehabilitation	Bob Critchfield	79	\$ 536,200.00	8/30/2018 - 8/30/2018	Wayne
Claremont	909-399-5395	Foothill Boulevard Mast Plan Improvement	Vincent Ramos		\$ 13,987,678.00	11/5/2018 - 9/8/2020	Arturo
Glendora	626-914-8255	Loraine Avenue Water #1240	Debbie Wood	83	\$ 2,157,500.00	2/6/2019 - 11/8/2019	Gilbert
Glendora	626-914-8216	Lone Hill Avenue Street Improvements #1274	Baridia Raston	81	\$ 840,625.00	3/18/2019 - 4/25/2019	Rodney
Glendora	626-335-6175	CDBG Laxford Street & Vencino Avenue Street Improvements #1277	Joseph Velosa	80	\$ 216,144.36	2/11/2019 - 2/21/2019	Rodney
Jurupa Valley		Jurupa Valley Emergency		80	\$ 29,657.48	2/15/2109 - 2/19/2019	Rudy
Baldwin Park	626-960-4011	Chevalier Drainage Project	Sam Gutierrez	81	\$ 106,620.00	2/25/2019 - 3/12/2019	Rodney

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Upland	909-291-2961	16th Street Rehabilitation - #7049, 7050, 7055	Enayat Khugyani	76	\$ 1,635,117.60	5/1/2016 - 9/29/2017	Arturo
San Gabriel	909-594-9702	2016 CDBG Street Improvement - #601747-15	Micahel Lee (RKA)	73	\$ 234,329.20	5/8/2017 - 6/1/2017	Rodney
Ontario	909-395-2000	Holt Ave/Melrose Street Improvements	Charly Hernandez	77	\$ 1,046,195.60	6/5/2017 -10/10/2017	Rodney
La Verne	909-596-8741	2016-2017 CDBG Sidewalk Improvements	Anthony Ciotti	73	\$ 150,000.00	7/14/2017 - 8/2/2017	Steve
Montebello	323-887-1448	Street Improvements - Frankel Ave	Vahid Hormoz	73	\$ 174,490.00	7/31/2017 - 8/10/2017	Steve
Covina	909-594-9702	Casad Water System Upgrade	Brandon Chen @ RKA	77	\$ 140,000.00	8/25/2017 -1/30/2018	Gilbert
San Dimas	909-394-6248	Cienega Ave. Reconstructin - Arrow Hwy/Lone Hill	Shari Garwick	76	\$ 1,221,970.00	8/14/2017 - 11/15/2017	Arturo
Upland	909-291-2961	Citywide Sewer Manhole Rehabilitation - #9328	Enayat Khugyani	78	\$ 279,500.00	11/15/2017 - 1/5/2018	Rudy/Steve
Baldwin Park	626-960-4011	City Project #2017-0185 - Alley Ways Imp	Carlos Aguirre	76	\$ 290,848.00	10/2/2017 - 10/24/2017	Rudy/Steve
Glendora	626-914-8216	Glendora Ave Water - #1238	Harun Mesopyah	76	\$ 395,000.00	10/6/2017 - 12/6/2017	Rodney
Rubio Canon Land/Water		Meadowbrook Road Mainline Replacement		78	\$ 284,375.00	2/20/2018 -4/2/2018	Gilbert
La Verne	909-596-8741	Esperanza Drive Pavement Rehabilitation	Anthony Ciotti	73	\$ 230,276.20	9/12/2017 - 9/22/2017	Steve
Pomona	909-620-2261	Major Street Rehab/Bicycle/Pedestrian Improvements	Matt Pilarz	74/75	\$ 2,750,939.00	1/22/2018 - 8/20/2018	Rodney
La Verne	909-596-8741	Winterhaven Drive et al	Anthony Ciotti	76	\$ 570,524.35	10/9/2017 - 10/31/2017	Arturo
Baldwin Park	626-960-4011	Ramona Ave @ Francisco Storm Drain	Carlos Aguirre	77	\$ 156,760.00	10/30/2017 -11/14/2017	Rudy/Steve
Montclair	909-625-9444	Orchard Street	Steve Stanton	77	\$ 1,376,900.00	10/30/2017 - 1/26/2018	Arturo
Pomona	909-620-2261	ADA Path of Travel Improvements	Matt Pilarz	83	\$ 734,205.00	2/5/2018 - 5/23/18	Rudy
Santa Fe Springs	562-868-0511	Greenleaf Avenue Street Rehabilitation	Robert Garcia	79	\$ 989,155.00	1/2/2018 - 4/26/18	Arturo
Covina		Barranca Avenue Emergency Water		79	\$ 164,187.00	6/13/2018 - 8/20/2018	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	Major Street Rehabilitation - Various Locations - Citywide - #2015-0102	Sam Gutierrez	70	\$ 1,505,860.00	2/1/2016 - 4/5/2016	Arturo
S. El Monte	714-940-0100	Thienes Avenue (East) Street Improvements	Tom Melendrez	71	\$ 429,450.00	3/14/2016 - 5/20/2016	Rodney
Pomona	909-594-9702	Major Street Rehabilitation	Natalie Avila (RKA)	74	\$ 12,256,580.28	5/31/2016 - 7/19/2017	Steve/Art
Glendora	626-914-8248	Baldy Vista Avenue Water - #1209	Nick Servin	71	\$ 571,000.00	5/31/2016 - 8/29/2016	Rodney
Glendora	626-917-8741	Citywide Street Resurfacing - #1197	Bardia Rastan	71	\$ 258,838.00	6/13/2016 - 6/21/2016	Wayne
Montclair	909-625-9444	Eastern Zone Montclair Street Rehab	Steve Stanton	72	\$ 1,207,495.00	4/20/2016 - 6/14/2016	Arturo
La Verne	909-596-8741	2015-16 PMP Street Improvements	Anthony Ciotti	70	\$ 457,832.70	4/19/2016 - 5/3/2016	Rodney
La Verne	909-596-8741	2015-16 Curb Ramp Project	Anthony Ciotti	70	\$ 55,000.00	4/19/2016 - 4/26/2016	Rodney
Glendora	626-914-8246	Newburgh St., Bruining Ave, Greer Ave. and Plymouth Street Imp - #1195	Bardia Rastan	70	\$ 212,241.50	5/9/2016 - 5/24/2016	Rodney
Glendora	626-914-8246	Grand Avenue Street Rehabilitation #	Bardia Rastan	72	\$ 399,091.00	9/26/2016 - 1/3/2017	Rodney
Glendora	626-914-8246	CDBG - Suffolk Pl., Bentley Pl., Barston Pl., Grammont Pl. and Plymouth Street Improvements - #1215	Bardia Rastan	71	\$ 248,000.00	1/9/2017 - 2/2/2017	Rodney
La Verne	909-596-8741	Rancho La Verne Concrete Repairs	Anthony Ciotti	71	\$ 38,000.00	10/12/2016 - 10/14/2016	Rodney
Montclair	909-625-9444	Mills Avene Alley Rehabilitation	Steve Stanton	72	\$ 141,200.00	11/14/2016 - 11/29/2016	Wayne/Alex
Montclair	909-625-9444	Western/Central Zone 3 Montclair Street Rehabilitation	Steve Stanton	72	\$ 2,773,601.00	12/14/2016 - 6/14/2017	Arturo
Holiday Rock	909-982-1553	Chino Plant	Jared Reiner	72	\$ 115,000.00	1/16/2017 - 3/28/2017	Steve
El Monte	626-580-2065	Well 12	Cathleen Serrano	72	\$ 10,800.00	1/31/2017 - 2/1/2017	Steve
La Verne	909-596-8741	Bonita Avenue Pavement Rehabilitation	Anthony Ciotti	73	\$ 284,304.00	1/30/2017 - 3/14/2017	Wayne
San Dimas	909-394-6248	Bonita et al Street Improvements	Shari Garwick	73	\$ 1,136,128.00	2/15/2017 - 5/25/2017	Rodney
Covina	909-594-9702	Chaparro Water System Upgrade	Brandon Chen(RKA)	73	\$ 526,800.00	4/24/2017 - 6/19/2017	Wayne
Alhambra	626-570-5090	Marengo Avenue Water - #C2M17-16	Chris Marquardt	73	\$ 574,835.00	6/19/2017 - 9/21/2017	Gilbert
La Puente	562-364-8486	Arterial Street Improvements	Adel Freij/Willdan	72	\$ 420,600.00	5/22/2017 - 7/28/2017	Steve

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

40 Years

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes

☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes

☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes

☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes

☒ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes

☒ No

If "yes," explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes

☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes

☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes

☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes

☒ No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes

☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes

☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes

☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes

☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes

☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

☐ Yes

☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes

☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes

☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

☐ Yes

☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes

☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Gentry Brothers, Inc.

Federal Insurance Company

as PRINCIPAL, and

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent (10%) of the total amount of the bid. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Country Lane Street Rehabilitation"

"For which bids are to be opened per the directions outlined in the Notice Inviting Bidders at 2:00 PM on November 12, 2020.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of November, 2020.

Gentry Brothers, Inc.

Principal

By:

Federal Insurance Company

Surety Matthew J. Coats, Attorney-in-Fact

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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.

ACKNOWLEDGMENT

State of California)
County of _____)
_____)

On _____ before me, _____

 (insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

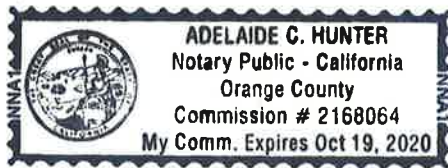
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On NOV 05 2020 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Matthew J. Coats
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature A. Hunter
Signature of Notary Public

"The notary commission extended pursuant to Executive Order N-63-20."

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28th day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 28th day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5th day of November, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

California Acknowledgment Form

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 } ss.

On November 10, 2020 before me, N. Smith,
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

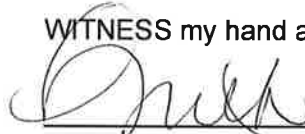
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or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

Seal



WITNESS my hand and official seal.


Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

This is not required under California State notary public law.

Document Title: Bid Bond # of Pages: 1

Notes

City of Brea - Country Lane Street Rehabilitation #7323

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut		Emergency Work - Lemon Creek			\$ 14,800.00	1/8/2020 - 1/17/2020	NA
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger		\$ 1,728,775.00	2/3/2020 -5/5/2020	Rodney
Downey	562-622-3468	Capital Improvement Project #19-04 - Samoline Avenue	Desi Gutierrez		\$ 717,800.00	2/3/2020 - 5/19/2020	Gilbert
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti		\$ 26,000.00	1/27/2020 - 01/30/2020	Gilbert
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez		\$ 1,715,418.60	3/9/2020 - 6/30/2020	Art/Marcos
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez		\$ 2,112,094.90	5/13/2020 - In Progress	Marcos
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez		\$ 969,070.55	6/1/2020 - 6/12/2020	Rodney
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman		\$ 443,940.10	4/20/2020 - 5/19/2020	Rodney
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins		\$ 129,820.00	6/8/2020 - 7/21/2020	Gonzalo
Pomona		Street Preservation - #428-68561 FY19-20			\$ 1,866,732.42	6/24/2020 - In Progress	Rodney
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800-2017-11	Shelley Hayes		\$ 856,368.00	8/20/2020 - In Progress	Wayne
Covina		Badillo Street Rehabilitation - #P1901-W2003			\$ 2,484,067.00	8/3/2020 - In Progress	Gonzalo
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20-163	Sam Gutierrez		\$ 390,920.00	8/10/2020 - In Progress	Marcos
Claremont		Guardrail Replacement			\$ 48,500.00	7/22/2020 - 8/19/2020	Wayne
Chino		FY 15/16 Alley Reconstruction			\$ 1,816,952.85	TBD	TBD
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton		\$ 886,393.28	10/5/2020 - In Progress	Rodney
Covina	626-384-5236	Concrete Repairs	Kristen Weger		\$ 156,737.50	10/5/2020 - In Progress	Gonzalo
Industry		Temple Ave Dual Right Turn CITY-1458			\$ 498,028.00	TBD	TBD
					\$ -		
					\$ -		
					\$ -		

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	City Project #2018-0269 Various Locations	Sam Gutierrez	81	\$ 1,757,175.50	3/28/2019 - 5/22/2019	Rudy
La Verne	909-596-8750	2018-19 Pavement Management Program	Anthony Cioffi	81	\$ 579,638.20	2/27/2019 - 3/21/2019	Rodney
Sierra Madre	626-355-7135	FY 2018-19 Street Improvement	Bruce Inman		\$ 654,709.25	4/22/2019 - 6/28/2019	Rodney
El Monte	NA	Emergency Work - Valve Replacement Tyler & Irish	NA		\$ 14,653.33	3/1/2019 - 3/1/2019	Gilbert
Jurupa Valley		Jurupa Valley - Emergency Culvert Repair	Steve Loriso	80	\$ 29,657.48	2/15/2019 - 2/19/2019	Rudy
La Verne	909-596-8750	2018-19 PMP Various Locations	Anthony Cioffi	83	\$ 425,802.50	4/29/2019 - 5/14/2019	Steve
La Verne	909-596-8750	CDBG Sidewalk Project #1401123	Anthony Cioffi	81	\$ 98,800.00	5/27/2019 - 6/7/2019	Steve
La Verne	909-596-8750	Baseline Road	Anthony Cioffi	83	\$ -	6/11/2019 - 6/21/2019	Marcos
Pomona	909-802-7415	Street Preservation/ Local and Alleys	Steve Enna		\$ 3,995,744.00	6/17/2019 - 10/30/2019	Rudy/Pomona
Montclair	909-625-9444	San Jose Street Rehabilitation - #17022	Steve Stanton	83	\$ 286,929.00	7/1/2019 - 7/29/2019	Marcos
Walnut	909-594-9702	La Puente Road Rehabilitation - #178975	Jason Weldon/RKA		\$ 593,622.50	7/1/19 - 10/21/2019	Rodney
San Dimas	909-934-6248	Avenida Entrada Street Improvements	Brandon Slater		\$ 897,998.00	8/5/2019 - 11/26/2019	Rodney
City of Industry	626-333-2211	Resurfacing of Don Julian Road	Kristen Weger		\$ 806,400.00	TBD	TBD
City of Baldwin Park	626-960-4011	SB1 Puente Avenue Street Improvements	Sam Gutierrez		\$ 1,071,867.00	11/18/2019 - 3/14/2020	Gilbert
City of Duarte	626-357-7931	Removal of Barriers for ADA Ramps	Teres Rentleria		\$ 41,080.00	12/2/2019 - 12/17/2019	Rodney
City of Chino Hills	909-364-2766	Los Serranos Transit #S19001	Steven Nix		\$ 397,210.00	1/6/2020 - 5/19/2020	Rodney
City of South Pasadena	626-403-7240	Alpha Ave/Melva Street Improvement	Kevin Ko		\$ 1,698,910.00	4/28/2020 - In Progress	Gilbert
City of Montebello	323-887-1200	Beverly Boulevard Improvements	Robertia Lacayo		\$ 739,951.20	5/11/2020 - In Progress	Rodney
City of Industry	626-333-2211	Annual Street Rehabilitation #CIP-STR-19-043-B	Gerry Perez		\$ 420,492.00	2/26/2020 - 9/22/2020	Marcos
City of Montclair	909-625-9444	Emergency Road Work	Steve Stanton		\$ 110,000.00	1/8/2020 - 1/20/2020	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Covina	626-384-5236	Cypress Reservoir Drainage Improvemets	Kristen Wagar	78	\$ 97,680.00	4/18/2018 -5/11/2018	David
Baldwin Park	626-960-4011	Residential Street Rehabilitation - #2018-0220	Sam Gutierrez	83	\$ 653,070.00	4/3/2018 - 5/29/18	Rodney
LACDPW	626-458-3111	Ballentine Pl. et al - Project #RDC0015528	Harry Cong	82	\$ 4,600,159.75	6/13/2018 - 2/8/2019	Rodney
Glendora	626-914-8216	Pasadena Avenue Street Rehabilitation #1243	Harunyun Mesopyah	78	\$ 168,712.10	3/19/2018 - 4/9/2018	Steve
Covina	626-384-5236	Grand Avenue Water Line Upgrade	Kristen Wagar	79	\$ 1,289,295.00	4/3/2018 - 10/9/2016	Gilbert
Glendora	626-335-6175	Auto Centre Dr/Ameila Avenue Improvement Project #1183/#1202	Joseph Velosa	78	\$ 896,840.00	4/3/2018 -5/29/2018	Arturo
Whittier	562-567-9500	18-011 Hoover Avenue Water Main Replacement	Sunny Ng	82	\$ 1,513,600.00	7/2/2018 - 2/8/2019	David
Montclair	909-625-9444	Zone 4 Montclair Street Rehabilitation	Steve Stanton	80	\$ 3,696,445.00	5/14/2018 - 12/27/2018	Arturo
La Verne	909-596-8750	"E" Street "g" Water Main	Anthony Ciotti	79	\$ 773,658.00	6/11/2018 - 10/2/2018	David
La Verne	909-596-8750	2017-2018 CDBG Sidewalk Improvements	Anthony Ciotti	79	\$ 54,600.00	4/30/2018 - 5/8/2018	Rodney
La Verne	909-596-8750	Island Medians - Wheeler Avenue	Anthony Ciotti	78	\$ 97,512.00	5/9/2018 - 5/14/2018	Rodney
La Verne	909-596-8750	Wheeler Avenue Pavement Rehabilitation	Anthony Ciotti	78	\$ 690,300.00	6/5/2018 - 8/20/2018	Rodney
Glendora		Emergency - Juanita Ave		80	\$ 29,657.48	2/15/2018 - 2/19/2018	Gilbert
Montclair	909-625-9444	Central Avenue Alley Improvements	Steve Stanton	80	\$ 223,825.00	9/26/2018 - 10/30/2018	Arturo
Upland	909-291-2946	Linda Way Reconstruction/Utility Imp #7061	Bob Crichtfield	80	\$ 356,375.00	8/30/2018 - 12/28/2018	Wayne
Covina	626-384-5236	Trip Road Improvement - Phase I	Kristen Wagar	81	\$ 2,433,358.00	9/25/2018 - 3/4/2019	Gilbert
Upland	909-291-2946	San Antonio Pavement Rehabilitation	Bob Crichtfield	79	\$ 536,200.00	8/30/2018 - 8/30/2018	Wayne
Claremont	909-399-5395	Foothill Boulevard Mast Plan Improvement	Vincent Ramos		\$ 13,987,678.00	11/5/2018 -9/8/2020	Arturo
Glendora	626-914-8255	Lorraine Avenue Water #1240	Debbie Wood	83	\$ 2,157,500.00	2/6/2019 - 11/8/2019	Gilbert
Glendora	626-914-8216	Lone Hill Avenue Street Improvements #1274	Bardia Raston	81	\$ 840,625.00	3/18/2019 - 4/25/2019	Rodney
Glendora	626-335-6175	CDBG Laxford Street & Vencino Avenue Street Improvements #1277	Joseph Velosa	80	\$ 216,144.36	2/11/2019 - 2/21/2019	Rodney
Jurupa Valley		Jurupa Valley Emergency		80	\$ 29,657.48	2/15/2109 - 2/19/2019	Rudy
Baldwin Park	626-960-4011	Chevalier Drainage Project	Sam Gutierrez	81	\$ 106,620.00	2/25/2019 - 3/12/2019	Rodney

CONSTRUCTION AGREEMENT

COUNTRY LANE STREET REHABILITATION CIP NO. 7323

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Gentry Brothers, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is 397682. Contractor's DIR registration number is 1000002240.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **COUNTRY LANE STREET REHABILITATION, CIP NO. 7323** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **COUNTRY LANE STREET REHABILITATION, CIP NO. 7323** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 279,738.24**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and

Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **60** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor.

Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

a. Commercial General Liability (occurrence) - for bodily injury, death, and property damage products/completed operations and all other activities undertaken by Contractor in the performance of this Agreement.

b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death, and property damage, insuring against all liability arising out of the use of any vehicle.

c. Owner's and Contractor's Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

i. \$2,000,000 for bodily injury or death;

ii. \$2,000,000 for property damage; and

iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

ii. Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide.

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

v. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter."

vii. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,

employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To Contractor:

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[GENTRY BROTHERS, INC.]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Approve Plans and Specifications, Receive Bids, and Award Contract with Sully-Miller Contracting Company for the Napoli Tract Water Improvements, CIP No. 7458 ("Project")

RECOMMENDATION

1. Approve the Plans and Specifications,
2. Receive bids,
3. Award Contract to the lowest responsive and responsible bidder, Sully-Miller Contracting Company, in the amount of \$1,323,100, and
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Napoli Tract Water Improvements, CIP 7458 ("Project") is programmed within the FY 2020-21 CIP. The Project is located within the Napoli Tract Subdivision located south of Lambert Road and west of Brea Boulevard, which includes Napoli Drive, Delphia Avenue and St. Crispin Avenue (Attachment A). The Project will include the work required for replacement and upgrade of existing water mains and appurtenances, as well as street resurfacing throughout the Tract.

On October 12, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on October 29, 2020, 20 days prior to bid opening. A hard copy of the Bid Documents are available at the City Clerk's office for review. There was one addendum to the Specifications, which changed the non-mandatory pre-bid meeting date from November 3, 2020, at 10:30 am, to October 29, 2020, at 11:30 am, via Zoom. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On November 17, 2020, staff received a total of 18 bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$1,323,100 from Sully-Miller Contracting Company. ("Sully-Miller") from Brea, CA (Attachment B).

Table 1 provides the results of the 18 bids received.

Table 1 – Total Bid Summary

Bidder Number	Bidder	Amount Bid
1	Sully-Miller Contracting Co.	\$1,323,100.00
2	Stephan Doreck Equipment Rentals, Inc.	#1,358,002.00
3	All Cities Engineering	\$1,404,048.40
4	Hardy & Harper, Inc.	\$1,445,000.00
5	Cedro Construction, Inc.	\$1,474,627.00
6	Big Ben, Inc.	\$1,477,058.00
7	Kay Construction	\$1,526,282.00
8	Ferriera Construction Co.	\$1,550,486.00
9	Gentry Brothers, Inc.	\$1,560,673.54
10	TE Roberts, Inc.	\$1,585.042.00
11	Colich and Sons, L.P.	\$1,591,396.00
12	GRFCO, Inc.	\$1,625,760.00
13	Excel Paving Co.	\$1,636,858.00
14	Kana Pipeline, Co.	\$1,687,000.00
15	CHI Construcion	\$1,807,990.00
16	Lonerock, Inc.	\$2,090,046.00
17	Christensen Brothers	\$2,252,259.00
18	All Builders, Inc.	\$2,286,392.00
	<i>Engineer's Estimate</i>	\$1,700,000.00

As depicted within Table 1, the three lowest bids were very competitive with the apparent lowest bid price from Sully-Miller coming in less than the Engineer's Estimate (EE) by approximately \$376,900, or about 22%.

Sully-Miller has been in the construction business for 97 years and has completed construction of similar water and roadway improvement projects for various cities such as the cities of Fullerton, Santa Monica, Riverside, and Brea. Their California Contractor's license 747612 – A (General Engineering) and Department of Industrial Relations registration number 100003664 has been verified by staff and their bid package has met the City requirements. In addition, staff contacted the cities of Fullerton, Santa Monica, and Riverside, where the contractor has received a favorable review. Additionally, Sully-Miller recently completed the Cliffwood Tract Water Improvement Project (CIP 7461) for Brea, with an overall good performance. Based on the aforementioned bid review, staff has determined Sully-Miller to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, Sully-Miller in the amount of \$1,323,100.00 (Attachment C).

SUMMARY/FISCAL IMPACT

The Project budget is programmed in the FY 2020-2021 CIP and was updated as part of the 1st quarterly FY 2020-21 budget update to a revised budget amount of \$2,185,033. The total updated cost for the Project going into construction is estimated at \$1,645,000 based on the apparent low bid amount, a 10% contingency, and construction engineering costs. The sources of funds within the approved budget are from the Water Fund (540) and Measure M Fund (260). Therefore, there are sufficient funds in the budget for the Project. Upon completion of the Project, the remaining fund balance within each fund will be de-obligated and transferred back into the respective funds. There is no impact to the General Fund from this Project.

The Project will install a new water main with water appurtenances and complete street pavement rehabilitation within the Napoli Tract Subdivision. If City Council approves staff recommendations, the Project is anticipated to start construction in mid-January 2021 and be completed by July 2021.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

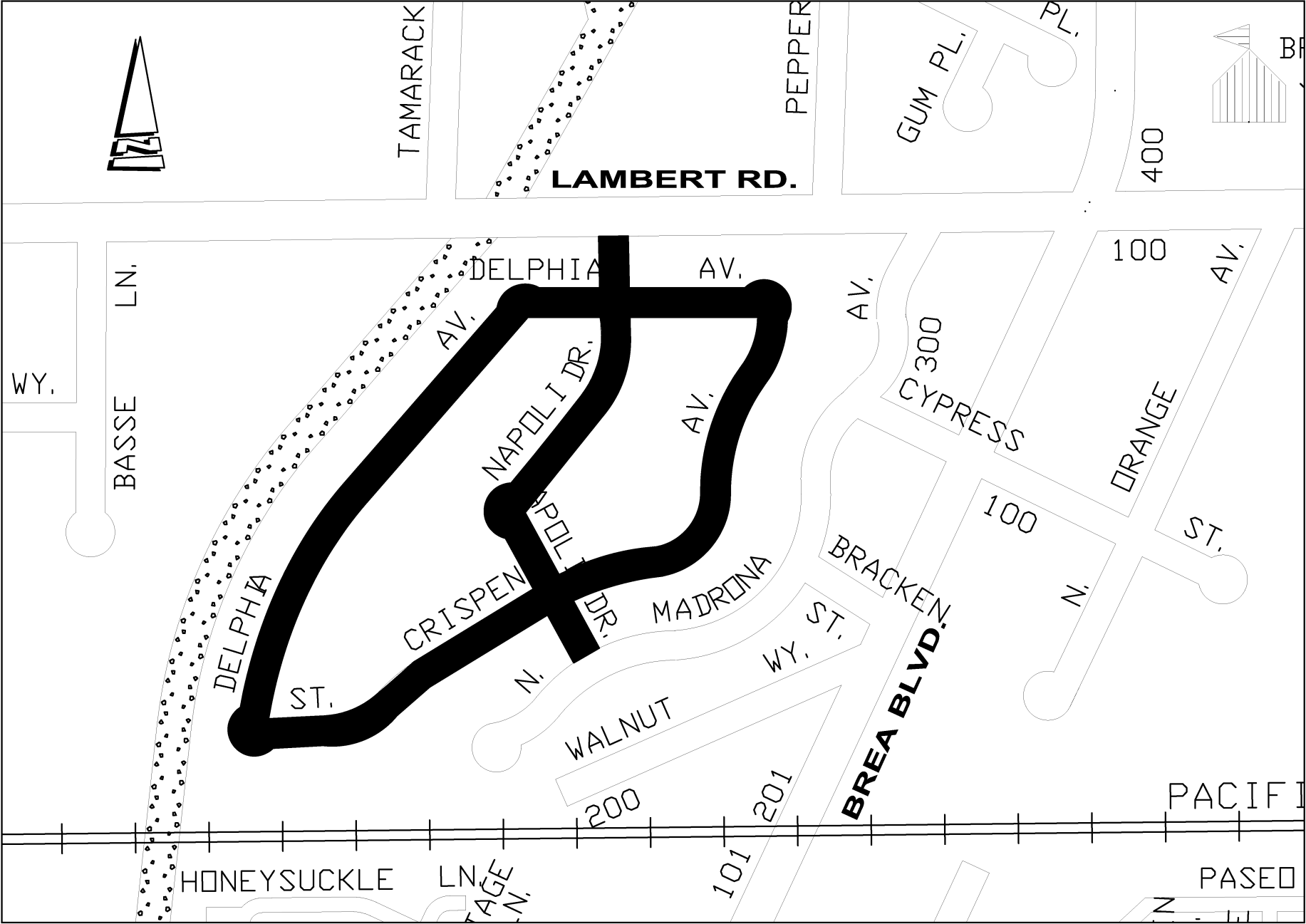
Location Map

Sully-MillerContracting Co. Proposal

Construction Contract Agreement

PROJECT 7458

NAPOLI TRACT WATER IMPROVEMENTS



VICINITY MAP

NOT TO SCALE



CITY OF BREA

**NAPOLI TRACT WATER IMPROVEMENTS
CIP NO. 7458**

November 11, 2020

RESPONSE TO QUESTIONS

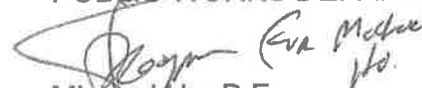
Notice to All Bidders:

I. Response to Request for Information (RFI)

#	Question	Response
1	Can CMB be used for backfill above the pipe zone on the water mains and services or CAB only per modified Plan	<i>See Section 200-2 Untreated Base Materials in the specifications. Backfill material should comply with the specifications and plans.</i>

This document does not need to be submitted with the BID PROPOSAL. However, it is understood that this information shall be incorporated in the contractor's bid. If you have any questions or need additional information, please call (714) 990-7667.

PUBLIC WORKS DEPARTMENT


Michael Ho, P.E.
Deputy Director of Public Works / City Engineer

Attachment – RFI #1 – Sully Miller Contracting

City Council

Marty Simonoff
Mayor

Steven Vargas
Mayor Pro Tem

Cecilia Hupp
Council Member

Christine Marick
Council Member

Glenn Parker
Council Member

CITY OF BREA

NAPOLI TRACT WATER IMPROVEMENTS
CIP NO. 7458

REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS

Date: 11/3/2020
Time: 3:30 PM
Company: SULLY MILLER CONTRACTING
Contact Person: JESSE FLORES
Address: 135 STATE COLLEGE STE 400 BREA CA.
Telephone: 714 578 9626 FAX: 714 578-9672
Plan Sheet: 7 of 7
Specification Section:

INTERPRETATION REQUESTED:

CAN CMB BE USED FOR BACKFILL ABOVE
THE PIPE ZONE ON THE WATER MAIN & SERVICES
OR CAB ONLY PER MODIFIED PLAN

REPLY:

TO A/E:

SECTION C
PROPOSAL
NAPOLI TRACT WATER IMPROVEMENTS
CIP NO. 7458
in the
CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **90 Working Days**, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.


BIDDER understands that a bid is required for the entire work that 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 AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S Notice of Intent to Award the contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Bid

Accompanying this proposal of bid, find **Bond** in the amount of \$ **10%** which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

Addenda No.	Date Received	Bidder's Signature
#1	10/22/2020	 Curtis Weltz, Assistant Secretary



City of Brea

Napoli Tract Water Improvements
CIP NO. 7458

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01
OCTOBER 22, 2020

Notice to All Bidders:

Please note the following changes/revisions have been made to the subject Bid Documents:

Advertisement Letter Dated October 13, 2020:

Replace With: Advertisement Letter dated October 22, 2020, which reflects the updated Non-Mandatory Pre-Bid Meeting date of October 29, 2020 at 11:30 AM via Zoom Meeting.

PROJECT SPECIFICATIONS:

The following shall be revised:

Section A – Notice Inviting Sealed Bids

Replace With: Revised Section A – Notice Inviting Sealed Bids, which reflects the updated Non-Mandatory Pre-Bid Meeting date of October 29, 2020 at 11:30 AM via Zoom Meeting.

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA
PUBLIC WORKS DEPARTMENT


Steve Kooyman, P.E., City Contract Project Manager

Cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Public Works Deputy Director/City Engineer

Attachments: Advertisement Letter, dated October 22, 2020
Section A – Notice Inviting Sealed Bids

This is to acknowledge receipt and review of Addendum No. 1, dated October 22, 2020. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum No. 1 in the Contractor's Proposal, Page C-2.

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on November 17, 2020.**

1. Project Name: NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458

The work to be constructed hereunder is located primarily in the NAPOLI TRACT located south of Lambert Road and west of Brea Boulevard, which includes Napoli Drive, Delphia Avenue and St. Crispen Avenue, in the City of Brea and includes the replacement and upgrade of existing water mains and appurtenances and street resurfacing throughout the Tract. The work generally consists of mobilization and traffic control; storm water pollution prevention; sawcut, removal, and disposal of existing damaged pavement/roadway sections, PCC sidewalk, curb ramps, curb and gutter, vegetation and miscellaneous improvements; new full depth asphalt concrete (DGAC) pavement, cold milling, AC leveling course, asphalt rubber hot mix concrete (ARHM) overlay, construction of new P.C.C. curbs, curb and gutter, sidewalk, curb ramps, new C-900 waterline and appurtenances including new valves, fire hydrants, blow-off hydrants, water meters and services, air release valves, pressure testing, disinfection, abandonment of existing water main and appurtenances, and other miscellaneous concrete improvements; AC slot paving, traffic striping and signing replacement; landscape and irrigation repair; construction survey and monument protection and restoration.

2. Obtaining Bid Documents: A copy of the Bid Package (including the plans, specifications, and contract documents) may be downloaded at no cost from the CIPList.com. All bidders shall register with CIPList.com in order to retrieve plans, specifications, addenda, bidders' list, etc.

3. Bid Opening: Bids will be opened and read at a reasonable time following the time stated above on **November 17, 2020 via phone conference line at the following number:**

Dial-in Info: 714-671-3685

Participant Code: 711-686-87#

The Bidders can dial in with the above phone number and use the **Participation Code** followed by the # key. Once all Bids have been opened and read, Bidders may only ask questions for clarifying a bid total read or bidder name. All further inquiries on the Bids shall be submitted in writing to the City Clerk's Office via Public Records Request. The Bid Summary will be posted on CIPList.com once reviewed and compiled.

Sealed bids can be mailed/Fed-x in prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. **Bids that will be hand delivered by the Bidder shall be submitted into a Drop-Box located at the third floor of the Civic Center, One Civic Center Circle, Brea, California 92821 between the hours of 8:00 AM and no later than 2:00 PM. The Drop-Box will be located at the Engineering Front Counter.**

The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **“SEALED BID FOR NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458- DO NOT OPEN WITH REGULAR MAIL”**.

4. Non-Mandatory Pre-Bid Meeting: A non-mandatory pre-bid meeting will be held on Thursday, October 29, 2020. The pre-bid meeting will be held via Zoom Meeting at **11:30 AM** with the following link and meeting information:

<https://cityofbrea-net.zoom.us/j/93268681982?pwd=RIMzdWc0MStoRE04MEJFZXladGpHQOT09>

Meeting ID: 932 6868 1982
Passcode: 591432

5. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid California Contractor's License Class “A” (General Engineering) or Class “C-34” (Pipeline Contractor). Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

6. Registration with the Department of Industrial Relations: The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

7. Prevailing Wages: In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be obtained from the State at the following website: <http://www.dir.ca.gov/OPRL/pwd/>.

8. Bid Security: Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BREA. A bonding company admitted and licensed to do business in the State of California must issue bid bonds. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are NOT acceptable.

9. Payment Bond and Performance Bond: A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

10. Retention: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be

deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

11. Contact Person: Questions regarding this Notice Inviting Bids shall be directed to: **Michael Ho, PE, Deputy Director/City Engineer** at **michaelh@ci.brea.ca.us**.

ALL BONDS ISSUED SHALL BE FROM A BONDING COMPANY ADMITTED AND LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 60 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

Published Date:_____

**NAPOLI TRACT WATER IMPROVEMENTS
CIP NO. 7458**

PROJECT BID SCHEDULE

BASE BID					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	\$ 65,000	\$ 65,000
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	\$ 42,294	\$ 42,294
3	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	\$ 6,700	\$ 6,700
4	Construction Survey & Monument Preservation	1	LS	\$ 20,000	\$ 20,000
5	BMP's/NPDES	1	LS	\$ 3,300	\$ 3,300
6	Asphalt Rubber Hot Mix (ARHM) Overlay	1,550	TON	\$ 110	\$ 170,500
7	Asphalt Concrete (AC) Level Course	520	TON	\$ 100	\$ 52,000
8	Cold Mill Existing Pavement & Crack Seal	17,720	SY	\$ 2.50	\$ 44,300
9	PCC Curb Ramp and Sidewalk over 4" SE 30 Sand Bedding (BCR to ECR)	10	EA	\$ 4,600	\$ 46,000
10	PCC Curb & Gutter Type A2-8 (W=2') over 6" CAB	240	LF	\$ 70	\$ 16,800
11	PCC Curb Type A3-6 (W=1', Var. CF) over 6" CAB	160	LF	\$ 50 \$ 50.00	\$ 8,000
12	Adjust Manhole to Grade	17	EA	\$ 1,000	\$ 17,000
13	Sawcut & Remove Existing 9" Deep (Width per Plan) and Construct 7.5" Deep Lift DGAC	1,254	SF	\$ 9	\$ 11,286
14	8" PVC CL 305 DR14 Waterline (AWWA C900)	4,212	LF	\$ 90	\$ 379,080
15	8" FLG x M.J.R. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	18	EA	\$ 2,180	\$ 39,240
16	8" D.I.P. Class 52 FLG Tee with Thrust Block with 2 Coupling Adaptors FLG x M.J.	1	EA	\$ 2,000	\$ 2,000
17	8" D.I.P. Class 52 Bend M.J.R. with Thrust Block	27	EA	\$ 500	\$ 13,500
18	8"x8"x8"x8" D.I.P. Class 52 Cross Tee FLG with Thrust Block	2	EA	\$ 1,000	\$ 2,000
19	12"x 12" x 8" D.I.P. Class 52 Tee FLG with Thrust Block	1	EA	\$ 1,450	\$ 1,450

items

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
20	12" FLG Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	2	EA	\$ 3,500	\$ 7,000
21	1" Copper Service & New Water Meter and Water Meter Box (City Provided)	98	EA	\$ 1,800	\$ 174,400
22	Remove Existing & Install 12" Couplings (FLG x M.J.) and Spool as Required	2	EA	2,500 \$ 4,500	\$ 5,000
23	Fire Hydrant and Assembly	11	EA	\$ 10,500	\$ 115,500
24	2" Air Release and Assembly	3	EA	\$ 5,700	\$ 17,100
25	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants	1	LS	\$ 12,000	\$ 12,000
26	Cross Gutter Spandrel over 6" CAB	300	SF	\$ 20	\$ 6,000
27	Remove Existing Hot Tap Tee, Thrust Block & Valve and Install Couplings and Spool	1	LS	\$ 3,800	\$ 3,800
28	Pothole Existing Utilities	1	LS	\$ 16,000	\$ 16,000
29	Pressure Testing & Disinfection	1	LS	\$ 8,850	\$ 8,850
30	Remove and Replace Unsuitable Subgrade with CAB*	100	CY	\$ 90	\$ 9,000
31	Construct 4" VCP Sewer Lateral*	1	EA	\$ 4,000	\$ 4,000

*Indicates item that may or may not be used

TOTAL BASE BID AMOUNT (in Figures)

\$ 1,323,100.00

TOTAL BASE BID AMOUNT (in Words):

One million, three-hundred twenty three thousand, one hundred dollars.

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.

CW (Bidders Initials)

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

Subs

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
8	2.21%	C.T.I. - Cindy Trump Inc. 615 W. Mantain Ave., La Habra, CA 90631 brianna@wagindasphalt.com	754500		1000008423
12, 15, 20, 28 Partial	2.13%	Manhole Adjusting Inc 9500 Beverly Rd, Pico Rivera, CA 90660 e.bell@ma-inc.com	898443		1000004104
8 - full	0.67%	Overmont Rehab Company 1161 Princess St, Costa Mesa, CA 92626 bids@overmontrehab.com	1051374		1000064823
4	1.23%	Straight-Up Surveying 22421 Burton Rd, Grand Terrace, CA 92313 Mwalur@straightupsurveying.com	PLS 4717		1000060199
5	0.42%	Superior Pavement Marking 5312 Cypress St, Cypress, CA 90630 bids@superiorpavementmarking.com	776506		1000001476
3	0.37%	Col-Stripe 10440 E. Steel Rd, Colton, CA 92324 grivars@colstripe.com	685387		1000001100

By submission of this proposal, the Bidder certifies:

- 1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- 2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

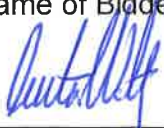
NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I, Curtis Weltz, am
the _____,
(Print Name)
Assistant Secretary of Sully-Miller Contracting Company,
(Position/Title) (Name of Company)

the party making the foregoing bid 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; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to 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; that all statements contained in the bid are true; and, 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this
16th day of November, 20 20.

Sully-Miller Contracting Company
Name of Bidder

Signature of Bidder
Curtis Weltz, Assistant Secretary
135 S. State College Blvd., Suite #400
Brea, CA 92821
Address of Bidder

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On 11/16/2020 before me, Maria L. Ruiz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Curtis Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis Weltz Signer's Name: _____
☒ Corporate Officer — Title(s): Assistant Secretary ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: _____ ☐ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____
Sully-Miller Contracting Company

BIDDER'S 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 Weltz, Assistant Secretary

Firm Sully-Miller Contracting Company

Date 11/16/2020

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL
CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Sully-Miller Contracting Company

Contractor



By

Curtis Weltz, Assistant Secretary

Title

Date: 11/16/2020

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from 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 space provided.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Sully-Miller Contracting Company
Contractor

By
Curtis Weltz, Assistant Secretary
Title

Date: 11/16/2020

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Sully-Miller Contracting Company

Bidder Name

135 S. State College Blvd., Suite #400

Business Address

Brea,

CA

92821

City,

State

Zip

(714) 578-9600

Telephone Number

estimating@sully-miller.com

Email Address

#747612 Class A

State Contractor's License No. and Class

#1000003664

DIR Registration Number

03/30/98

Original Date Issued (State Contractor's License)

03/31/22

Expiration Date

The work site was inspected by Jesse Flores of our office on November 13, 2020

The following are persons, firms, and corporations having a principal interest in this proposal:

Please see attached Certificate of Incumbency and Resolution



SULLY-MILLER
CONTRACTING Co.

Sully-Miller Contracting Company

License Certificate

I Certify under penalty of perjury under the laws of the State of California that the following is true and correct.

#747612

State Contractor's License No.

Curtis Weltz, Assistant Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **747612**

Entity **CORP**

Business Name **SULLY - MILLER CONTRACTING
COMPANY**

Classification(s) **A**

Expiration Date **03/31/2022**

www.cslb.ca.gov



CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board

President

Vice President, CFO, Treasurer
and Assistant Secretary

Vice President and Assistant Secretary
Secretary

Assistant Secretary

NAME

John Harrington

William Joseph Thomas Boyd

Christian Ransinangue

Scott Bottomley

Anthony L. Martino, II

Curtis Weltz


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

SULLY-MILLER CONTRACTING COMPANY

Legal Entity Type

Corporation

Status

Active

Registration Number

1000003664

Registration effective date

07/01/20

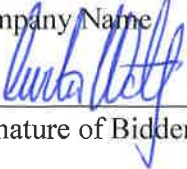
Registration expiration date

06/30/22

Mailing Address

135 S STATE COLLEGE BLVD, SUITE 400 BREA 92821 CA United States of America

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Sully-Miller Contracting Company
Company Name

Signature of Bidder
Curtis Weltz, Assistant Secretary
Printed or Typed Signature

Subscribed and sworn to before me this __ day of ____, 20__.

Please see attached Notary

NOTARY PUBLIC _____ NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1.

Please see attached List of References and Projects

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager:

Contract Amount

Type of Work

Date Completed
2.

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager:

Contract Amount

Type of Work

Date Completed
3.

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager:

Contract Amount

Type of Work

Date Completed

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

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

1
2
3
4
5
Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me
on this 16th day of November, 2020,
by Date Month Year
(1) Curtis Weltz

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

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



Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Bidder's Information Document Date:
Number of Pages: Signer(s) Other Than Named Above:

LIST OF REFERENCES

John Wayne Airport
Irvine, CA
Larry Serafini, Project Engineer
949-252-5270 lserafini@ocair.com

City of Fontana
Fontana, CA
Mario Estrada, Asst. City Engineer
909-350-7696 kraascn@fontana.org

C. J. Segerstrom / South Coast Plaza
Costa Mesa, CA
Grant Wilson, Project Manager
714-546-0110

City of Baldwin Park – Engr. Division
Baldwin Park, CA
Arjan Idnani, Engineering Manager
626-960-4011 Ext. 254

LA Arena Company
Staples Center – Los Angeles, CA
Don Berges, Construction Manager
213-742-7873

City of Fullerton
Fullerton, CA
George Lin, Project Engineer
714-738-6845 graffiti@cityoffullerton.com

The Irvine Company
Newport Beach, CA
Peggy Kloos, Sr. Director/Construction
949-720-2000

Irvine Community Development Company
Newport Beach, CA
Bill Martin, Vice President/Construction
949-734-800

Town of Apple Valley
Apple Valley, CA
Richard Pederson, Town Engineer
760-240-7000

Los Angeles County Dept. of Public Works
Alhambra, CA
Issa Adawiya, Resident Engineer
626-458-5100

CNC Engineering
City of Industry, CA
John Ballas, City Engineer
626-333-0336 gperez@cc-eng.com

Fox Studios Operations
Beverly Hills, CA
William Murphy, V.P. of Facilities
310-369-3794

BNSF Railroad Commerce
Hansen-Wilson
Roy Rogers, Construction Manager
323-267-4186

Caltrans
Department of Transportation
Ray Stokes, Regional Engineer
909-275-0211

Cal State Long Beach Foundation
Long Beach, CA
Mo Tidemanis, Director
562-985-8489

City of Rancho Cucamonga
Rancho Cucamonga, CA
Cindy Hackett, Associate Engineer
909-477-2740

City of Hesperia – Public Works Dept.
Hesperia, CA
Mike Podegradz, City Manager
760-947-1000

City of Barstow
Barstow, CA
Mike Stewart, City Engineer
760-255-5154

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

97 Years

2. Is your firm currently the debtor in a bankruptcy case?

Yes No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number Bankruptcy Court Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number Bankruptcy Court Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

6. Has your firm ever defaulted on a construction contract?

Yes No

If “yes,” explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☒ Yes ☐ No

Please see attached Arbitration Information

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☒ Yes ☐ No

Please see attached Arbitration Information

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☒ No



November 16, 2020

City of Brea
1 Civic Center Circle
Brea, CA 92821

Re: Napoli Tract Water Improvements
CIP Project No. 7458

Subject: Responsible Bidder – Supplemental Questionnaire Question 9 and 10 - Arbitration

Ladies and Gentlemen:

In regards to the above Bid Proposal, Sully-Miller has been involved in one (1) claim (s) that was settled in Mediation in the past five (5) years.

Owner:	City of Compton
Address of Owner:	205 S. Willowbrook Ave., Compton, CA 90220
Project:	Water Bond Improvements and Water Line Replacement
Date of Claim:	November 30, 2017
Description of Claim:	Disagreement on Contractor's Scope of Work vs. Contract Agreement Scope of Work
Amount of Claim:	\$2,229,159.00
Status of Claim:	<i>Settlement reached in Mediation</i>

If you have any questions or need further information, please feel free to call me at 714-578-9600.

Sincerely,
Sully-Miller Contracting Company

Curtis Weltz
Assistant Secretary

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If “yes,” identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☒ No

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If “yes,” on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state’s** prevailing wage laws?

☐ Yes ☒ No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

Please see attached References and Project Experience

Please see attached References and Project Experience

1.

Project Name

Total Construction Value

Description and Location of Project

2.

Project Name

Total Construction Value

Description and Location of Project

3.

Project Name

Total Construction Value

Description and Location of Project

4.

Project Name

Total Construction Value

Description and Location of Project

5.

Project Name

Total Construction Value

Description and Location of Project

Inaccurate response to this questionnaire could result in bidder’s proposal being non-responsive.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: STREET REHABILITATION & WATER MAIN UPGRADE PROJECT / 10202412

Start and Finish Dates: 6/25/18 – 9/28/18

Project Description: TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL, CRACK SEAL

Agency Name: CITY OF LYNWOOD

Contact Person: SALVADOR MENDEZ *Telephone:* 310-603-0220

Original Contract Amount: \$1,671,000 *Final Contract Amount:* \$1,892,124

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: BIRCH STREET REHABILITATION / 10202367

Start and Finish Dates: 7/25/18 – 11/9/18

Project Description: TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL

Agency Name: CITY OF LYNWOOD

Contact Person: SALVADOR MENDEZ *Telephone:* 310-603-0220

Original Contract Amount: \$1,189,000 *Final Contract Amount:* \$1,639,460

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: FY 17/18 MISCELLANEOUS STREET REPAIRS / 10201035

Start and Finish Dates: 6/18/18 – 8/10/18

Project Description: REMOVALS, ASPHALT, CONCRETE, TRAFFIC CONTROL, MOB, COLD PLANE

Agency Name: CITY OF PALOS VERDES ESTATES

Contact Person: KEN RUKAVINA, PE *Telephone:* 310-378-0383

Original Contract Amount: \$387,392 *Final Contract Amount:* \$377,503

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: T&M WORK – ROUTE 1 - PAVEMENT FAILURE / 10200926

Start and Finish Dates: 3/26/18 – 5/10/18

Project Description: REMOVE THE STRUCTURAL SECTION, FILL THE VOID, COMPACT SOIL

Agency Name: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
(CALTRANS)

Contact Person: MARK MORRIS *Telephone:* 916-227-6299

Original Contract Amount: \$300,000 *Final Contract Amount:* \$101,525

Change in contract amount is due to items of work being added/deleted by agency

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: FY 2017 – 2018 St. Improvement Project / 10199734

Start and Finish Dates: 2/26/18 – 3/7/18

Project Description: AC GRIND & OVERLAY, EARTHWORK, TRAFFIC CONTROL, MOB, LIME TREATMENT

Agency Name: CITY OF HESPERIA

Contact Person: JAMIE CARONE *Telephone:* 760-947-1449

Original Contract Amount: \$1,722,660.00 *Final Contract Amount:* \$1,879,497

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: LOCAL/RESIDENTIAL STREET IMPROVEMENT PROJECT (PHASE VIII) / 10199482

Start and Finish Dates: 3/27/18 – 5/16/18

Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, CRACKFILLING, LOOPS

Agency Name: CITY OF BURBANK

Contact Person: OMAR MOHEIZE *Telephone:* 818-238-5850

Original Contract Amount: \$3,499,173 *Final Contract Amount:* \$3,661,493

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: ARROW BLVD AND FONTANA AVENUE SAFE ROUTES TO SCHOOL / 10198414

Start and Finish Dates: 1/2/18 – 5/15/18

Project Description: REMOVALS, AC GRIND & OVERLAY, EARTHWORK, TREE REMOVAL, PCC IMPR.

Agency Name: CITY OF FONTANA

Contact Person: RICHARD OAXACA *Telephone:* 909-350-76-10

Original Contract Amount: \$982,000 *Final Contract Amount:* \$1,045,659

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: JOB ORDER CONTRACT FOR PAVEMENT MAINT. , FY 2017-18 / 10198348

Start and Finish Dates: 4/30/18 – 4/30/19

Project Description: MISCELLANEOUS CONSTRUCTION THROUGHOUT ORANGE COUNTY

Agency Name: COUNTY OF ORANGE

Contact Person: STEVE CLAYTON *Telephone:* 714-667-8800

Original Contract Amount: \$4,656,000 *Final Contract Amount:* \$800,927

Change in contract amount is due to items of work being added/deleted by agency

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: FLORENCE METRO BLUE LINE STATION BIKEWAY ACCESS IMPR. / 10197845

Start and Finish Dates: 1/29/18 – 4/8/18

Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EARTHWORK, STRIPING

Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW)

Contact Person: ALI DANA *Telephone:* 626-458-3144

Original Contract Amount: \$1,049,589 *Final Contract Amount:* \$1,158,441

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: LOCAL STREET AND CITY PARK IMPROVEMENT PROJECT / 10197735

Start and Finish Dates: 1/8/18 – 3/15/18

Project Description: AC GRIND & OVERLAY, REMOVALS, CONCRETE IMPROVEMENTS, LANDSCAPE

Agency Name: CITY OF LA PUENTE

Contact Person: ADEL FREIJ – WILDAN *Telephone:* 562-364-8486

Original Contract Amount: \$758,173.00 *Final Contract Amount:* \$758,032

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: POLK STREET RESURFACING PROJECT- 58TH AVENUE TO AIRPORT / 10197698

Start and Finish Dates: 1/16/18 – 2/16/18

Project Description: AC GRIND & OVERLAY, PULVERIZATION, EARTHWORK, AGGREGATE, STRIPING

Agency Name: COUNTY OF RIVERSIDE

Contact Person: JOEL JIMENEZ *Telephone:* 951-955-6780

Original Contract Amount: \$788,762 *Final Contract Amount:* \$660,553

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: ANZA AVENUE REHABILITATION (190TH TO DEL AMO), I-144 / 10197224

Start and Finish Dates: 1/2/18 – 4/30/18

Project Description: AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, TRAFFIC CONTROL

Agency Name: CITY OF TORRANCE

Contact Person: SHIN FURUKAWA *Telephone:* 310-328-5310

Original Contract Amount: \$1,267,000 *Final Contract Amount:* \$1,009,508

Change in contract amount is due to items of work being added/deleted by agency

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: PEARBLOSSOM HWY WATER MAIN RELOCATION 121ST ST EAST / 10197174

Start and Finish Dates: 12/26/17 – 4/26/18

Project Description: TRAFFIC CONTROL, AC, REMOVE & REPLACE WATERLINE, ASBESTOS REMOVAL

Agency Name: LOS ANGELES WATERWORKS DISTRICT (LACDPW)

Contact Person: LAURA SMITH *Telephone:* 626-458-3114

Original Contract Amount: \$2,943,000 *Final Contract Amount:* \$3,016,282

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: UCI COOLING TOWER RECYCLED WATER CONVERSION PIPELINE / 10196627

Start and Finish Dates: 10/25/17 – 3/25/18

Project Description: MOBILIZATION, TRAFFIC CONTROL, UNDERGROUND, COLD MILL, AC, SLURRY

Agency Name: IRVINE RANCHE WATER DISTRICT

Contact Person: HARRY CHO *Telephone:* 949-453-5300

Original Contract Amount: \$1,117,500 *Final Contract Amount:* \$1,586,637

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: STREET RECONSTRUCTION PROJECT / 10196509

Start and Finish Dates: 10/23/17 – 12/8/17

Project Description: AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, CONCRETE, IMPR.

Agency Name: CITY OF EI MONTE

Contact Person: JIM GEYER *Telephone:* 626-580-2058

Original Contract Amount: \$1,199,000 *Final Contract Amount:* \$1,202,924

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: DOWNTOWN PEDESTRIAN ACCESS IMPR. AT HUNTINGTON / 10196168

Start and Finish Dates: 12/4/17 – 1/4/18

Project Description: EXCAVATION, BASE, AC, PCC, SURVEY, LANDSCAPE, MASONRY, ELECTRICAL

Agency Name: CITY OF ARCADIA

Contact Person: KEVIN MERRILL *Telephone:* 626-574-5400

Original Contract Amount: \$182,748 *Final Contract Amount:* \$201,023

Change in contract amount is due to items of work being added/deleted by agency

BIDDER'S EXPERIENCE AND QUALIFICATIONS

<i>Project Name/Number:</i>	UNINCORPORATED COMMUNITY OF CHARTER OAK / 10196167		
<i>Start and Finish Dates:</i>	11/13/17 – 2/28/18		
<i>Project Description:</i>	EXCAVATION, AGGREGATE BASE, CONCRETE, AC PAVING, TRAFFIC CONTROL		
<i>Agency Name:</i>	LACDPW		
<i>Contact Person:</i>	ANOUSH HOVSEPIANS	<i>Telephone:</i>	626-458-3114
<i>Original Contract Amount:</i>	\$1,172,333	<i>Final Contract Amount:</i>	\$1,129,637
Change in contract amount is due to items of work being added/deleted by agency			
<i>Project Name/Number:</i>	JOHN WAYNE AIRPORT TERMINAL C TAXI STAGING AREA / 10194789		
<i>Start and Finish Dates:</i>	11/6/17 – 3/6/18		
<i>Project Description:</i>	DEMOLITION, CONCRETE IMPROVEMENTS, MOBILIZATION, TRAFFIC		
<i>Agency Name:</i>	COUNTY OF ORANGE		
<i>Contact Person:</i>	KORY HARIRI	<i>Telephone:</i>	949-252-5171
<i>Original Contract Amount:</i>	\$543,000	<i>Final Contract Amount:</i>	\$458,500
Change in contract amount is due to items of work being added/deleted by agency			
<i>Project Name/Number:</i>	RESIDENTIAL STREET REHAB PROJECT PH. I AREA 7 PCC / 10194501		
<i>Start and Finish Dates:</i>	8/8/17 – 10/13/17		
<i>Project Description:</i>	TRAFFIC CONTROL, PCC, AC, COLD PLANE, ADJUSTMENTS, CRACKSEAL		
<i>Agency Name:</i>	CITY OF RANCHO PALOS VERDES		
<i>Contact Person:</i>	NATALIE CHAN	<i>Telephone:</i>	310-544-5289
<i>Original Contract Amount:</i>	\$1,419,331	<i>Final Contract Amount:</i>	\$1,976,934
Change in contract amount is due to items of work being added/deleted by agency			
<i>Project Name/Number:</i>	RANCHERO ROAD REHAB & MAIN ST. MEDIAN PROJECT / 10194432		
<i>Start and Finish Dates:</i>	7/24/17 – 9/22/17		
<i>Project Description:</i>	EXCAVATION, AC, CONCRETE, BASE, COLD PLANE, STRIPING, ADJUSTMENTS		
<i>Agency Name:</i>	CITY OF HESPERIA		
<i>Contact Person:</i>	TINA SOUZA	<i>Telephone:</i>	760-947-1474
<i>Original Contract Amount:</i>	\$487,450	<i>Final Contract Amount:</i>	\$487,030
Change in contract amount is due to items of work being added/deleted by agency			

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MONROVIA RENEWAL - NORTHWEST AREA INFRASTRUCTURE / 10194317

Start and Finish Dates: 8/20/17 – 5/31/18

Project Description: PULVERIZATION, EXCAVATION, AC PAVING, CONCRETE, SEWER, ADJUSTING

Agency Name: CITY OF MONROVIA

Contact Person: JIM MERRILL *Telephone:* 626-932-5575

Original Contract Amount: \$7,398,739 *Final Contract Amount:* \$8,514,561

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: DIVISION DR. & SUGARPINE RD / 10193679

Start and Finish Dates: 8/4/17 – 9/30/17

Project Description: AC, GRADING, REMOVALS, PULVERIZATION, ADJUSTING UTILITIES

Agency Name: COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS

Contact Person: HAILE FORD *Telephone:* 909-387-7920

Original Contract Amount: \$668,400 *Final Contract Amount:* \$667,886

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: LUNA RD / 10193678

Start and Finish Dates: 8/4/17 – 10/13/17

Project Description: REMOVALS, PULVERIZATION, EXCAVATION, CEMENT TREAT, EARTHWORK

Agency Name: COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS

Contact Person: HAILE FORD *Telephone:* 909-387-7920

Original Contract Amount: \$2,022,000 *Final Contract Amount:* \$2,007,995

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: LOS ANGELES AVE. WIDENING / 10192625

Start and Finish Dates: 7/5/17 – 9/22/17

Project Description: AC, PCC IMPROVEMENTS, REMOVALS, TRAFFIC CONTROL, UNDERGROUND

Agency Name: CITY OF SIMI VALLEY

Contact Person: SARAH SHESHEBOR *Telephone:* 805-583-6792

Original Contract Amount: \$248,946 *Final Contract Amount:* \$258,537

Change in contract amount is due to items of work being added/deleted by agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ARROYO SECO PEDESTRIAN AND BICYCLE TRAIL PROJECT / 10192407

Start and Finish Dates: 7/24/17 – 1/31/18

Project Description: REMOVALS, EARTHWORK, PCC, PETROMAT, AC, LANDSCAPE, ELECTRICAL

Agency Name: CITY OF SOUTH PASADENA

Contact Person: RAFAEL CASILLAS *Telephone:* 626-403-7240

Original Contract Amount: \$2,086,255 *Final Contract Amount:* \$1,975,575

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: 2017 PAVEMENT REHAB PROJECT, PS-005 & CULVER WEST / 10189586

Start and Finish Dates: 6/5/17 – 9/5/17

Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EXCAVATION

Agency Name: CITY OF CULVER CITY

Contact Person: HONG WANG *Telephone:* 310-353-5600

Original Contract Amount: *Final Contract Amount:* \$2,301,205

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: McCADDEN PLACE – BEVERLY BOULEVARD TO 3RD STREET / 10189026

Start and Finish Dates: 8/7/17 – 1/28/18

Project Description: EXCAVATION, CONCRETE IMPROVEMENTS, ALLOWANCES, LANDSCAPE

Agency Name: CITY OF LOS ANGELES

Contact Person: RALPH SHOVLIN *Telephone:* 213-978-0262

Original Contract Amount: \$496,000 *Final Contract Amount:* \$408,306

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: MAGNOLIA AVE. & RAMONA DR. WATER DISTRIBUTION MAIN / 10188799

Start and Finish Dates: 5/9/17 – 11/1/17

Project Description: ASPHALT, CONCRETE, WATER, LOOPS, STRIPING, ADJUSTMENTS

Agency Name: CITY OF RIVERSIDE

Contact Person: FERNANDO ROMERO *Telephone:* 951-826-5311

Original Contract Amount: \$1,984,777 *Final Contract Amount:* \$1,971,695

Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: TRAFFIC SIGNAL IMPR. ON SANTA MONICA BLVD / 10188768
Start and Finish Dates: 7/1/17 – 10/6/17
Project Description: SURVEY, EXCAVATION, TRAFFIC CONTROL, CONCRETE, SWPPP, ELECTRICAL
Agency Name: CITY OF WEST HOLLYWOOD

Contact Person: SHARON PERLSTEIN *Telephone:* NUMBER
Original Contract Amount: \$1,170,439 *Final Contract Amount:* \$1,291,399
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: 2016-17 STREET REHABILITATION PROGRAM / 10188741
Start and Finish Dates: 5/20/17 – 7/1/17
Project Description: TRAFFIC CONTROL, SWPPP, COLD MILL, ARHM, AC, BASE, DEMO, PCC, ADJUSTING
Agency Name: CITY OF SIERRA MADRE
Contact Person: CHRIS CIMINO *Telephone:* 626-355-7135
Original Contract Amount: \$449,196 *Final Contract Amount:* \$570,294
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: STREET & LANDSCAPE IMPR. ON CARSON STREET / 10188501
Start and Finish Dates: 7/1/17 – 12/31/17
Project Description: REMOVALS, AC, IMPORT, TRAFFIC CONTROL, SITE FURNISHINGS, MASONRY
Agency Name: CITY OF HAWAIIAN GARDENS
Contact Person: ISMILE NOORBAKSH *Telephone:* 562-420-2641
Original Contract Amount: \$2,620,118 *Final Contract Amount:* \$2,702,025
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: ASPHALT PAVING & PULVERIZING HAIWEE PP SOUTH ACCESS RD / 10188291
Start and Finish Dates: 6/14/17 – 8/1/17
Project Description: AC PAVING, GRADING, PULVERIZATION, MOBILIZATION
Agency Name: LACDPW
Contact Person: ISABEL DE VERA *Telephone:* 213-367-4309
Original Contract Amount: \$132,321 *Final Contract Amount:* \$124,673
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: 6TH STREET BICYCLE BOULEVARD PROJECT / 10188038
Start and Finish Dates: 7/5/17 – 11/30/17
Project Description: EXCAVATION, AC GRIND AND OVERLAY, PCC IMPROVEMENTS, UNDERGROUND
Agency Name: CITY OF LONG BEACH
Contact Person: STEVE TWEED *Telephone:* 562-570-5161
Original Contract Amount: \$821,000 *Final Contract Amount:* \$1,027,181
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: FY 2016-17 CDBG STREET IMPROVEMENTS / 10187953
Start and Finish Dates: 2/20/17 – 2/21/18
Project Description: REMOVALS, FULL DEPTH RECLAMATION, AC PAVING, GRADING, SLURRY SEAL
Agency Name: CITY OF HESPERIA
Contact Person: DAVID BURKETT *Telephone:* 760-947-1202
Original Contract Amount: \$ 1,417,999.60 *Final Contract Amount:* \$1,417,999
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: EMERGENCY GRIND AND OVERLAY / 10187603
Start and Finish Dates: 1/14/17 – 1/20/17
Project Description: GRIND AND OVERLAY
Agency Name: CITY OF VERNON
Contact Person: V. RODRIGUEZ *Telephone:* 323-583-8811
Original Contract Amount: \$100,000 *Final Contract Amount:* \$100,000
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: CONSTRUCTION ON ST.HWY ROUTE 18 IN S.B.COUNTY / 10187599
Start and Finish Dates: 4/1/17 – 6/23/17
Project Description: UNDERGROUND, PCC IMPROVEMENTS, AC PAVING, STRIPING, SIGNAGE STRUCTURES W/REBAR
Agency Name: CALTRANS
Contact Person: MOHSEN PARVINJAH *Telephone:* 916-227-6299
Original Contract Amount: \$1,076,000 *Final Contract Amount:* \$1,059,906
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MARINE PARK IRRIGATION RETROFIT PROJECT / 10187204
Start and Finish Dates: 5/15/17 – 12/31/17
Project Description: SURVEY, REMOVALS, WATER LINE, PCC, AC, LANDSCAPE, IRRIGATION, ELECTRIC
Agency Name: CITY OF SANTA MONICA
Contact Person: CARLOS ROSALES *Telephone:* 310-458-8721
Original Contract Amount: \$2,065,100 *Final Contract Amount:* \$2,151,556
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: FY 2015-2016 PAVEMENT REHABILITATION PROGRAM / 10186801
Start and Finish Dates: 12/16/16 – 12/16/19
Project Description: COLD MILL, EXCAVATION, AC, PCC, CRACK TREATMENT, SURVEY
Agency Name: CITY OF EL MONTE
Contact Person: NADEEM SYED *Telephone:* 626-580-2058
Original Contract Amount: \$1,180,092 *Final Contract Amount:* \$2,029,332
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: CARSON STREET AND NORWALK BOULEVARD IMPROVEMENTS / 10186780
Start and Finish Dates: 5/1/17 – 6/1/17
Project Description: AC, DEMO, PCC, TRAFFIC CONTROL, MISCELLANEOUS FURNISHINGS
Agency Name: CITY OF HAWAIIAN GARDENS
Contact Person: ISHMLE NOORBAKSH *Telephone:* 562-420-2641
Original Contract Amount: \$369,880 *Final Contract Amount:* \$369,880
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: DUARTE ROAD ARTERIAL REHABILITATION / 10186427
Start and Finish Dates: 1/15/17 – 3/30/17
Project Description: AC GRIND & OVERLAY, EXCAVATION, CONCRETE, ELECTRICAL
Agency Name: CITY OF ARCADIA
Contact Person: TIM KELLECHER *Telephone:* 626-574-5415
Original Contract Amount: \$560,022 *Final Contract Amount:* \$532,009
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: YUCCA LOMA ROAD STREET AND STRIPING IMPROVEMENTS / 10186361
Start and Finish Dates: 12/1/16 – 2/1/17
Project Description: AC, BASE, PCC, GRADING, REMOVALS, UNDERGROUND, STRUCTURES
Agency Name: TOWN OF APPLE VALLEY
Contact Person: RICHARD PEDERSON *Telephone:* 760-240-7000
Original Contract Amount: \$389,000 *Final Contract Amount:* \$389,000
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: GOLD LINE STATION PEDESTRIAN AND BICYCLE IMPROVEMENTS / 10186191
Start and Finish Dates: 12/1/16 – 4/1/17
Project Description: EARTHWORK, CONCRETE, ASPHALT PAVING, MOB, TRAFFIC CONTROL
Agency Name: CITY OF DUARTE
Contact Person: RAFAEL CASILLAS *Telephone:* 626-357-7931
Original Contract Amount: \$1,674,357 *Final Contract Amount:* \$1,730,380
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: STREET SLURRY SEAL PROJECT 2016/2017 IN VARIOUS STREETS / 10186075
Start and Finish Dates: 11/28/16 – 2/15/17
Project Description: EXCAVATION, BASE, AC, PCC, SLURRY STRIPING
Agency Name: CITY OF BELL
Contact Person: ANGELA BUSTAMANTE *Telephone:* 323-588-6211
Original Contract Amount: \$ 462,000 *Final Contract Amount:* \$462,000
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: GAGE AVENUE IMPROVEMENTS FROM WILCOX AVENUE TO RIVER DR/ 10185788
Start and Finish Dates: 10/19/16 – 12/2/16
Project Description: TRAFFIC CONTROL, CLEARING & GRUBBING, CMB, ARHM, STRIPING
Agency Name: CITY OF BELL
Contact Person: DANI KIM *Telephone:* 323-588-6211
Original Contract Amount: \$ 671,000 *Final Contract Amount:* \$671,000
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ARROYO DRIVE AREA SEWER AND STREET IMPROVEMENTS / 10185389
Start and Finish Dates: 11/1/16 – 1/30/17
Project Description: AC PAVING, PCC IMPROVEMENTS, UNDERGROUND, MANHOLES, EXCAVATION
Agency Name: CITY OF FULLERTON
Contact Person: DON HOPE *Telephone:* 714-738-6300
Original Contract Amount: \$ 874,000 *Final Contract Amount:* \$874,000
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: BEAR VALLEY ROAD RECONSTRUCTION (MARIPOSA TO AMARGOSA / 10185154
Start and Finish Dates: 10/15/16 – 12/16/16
Project Description: COLD PLANE, EXCAVATION, BASE, CONCRETE, ASPHALT, TRAFFIC, STRUCTURES
Agency Name: CITY OF VICTORVILLE
Contact Person: BRUCE MILLER *Telephone:* 760-955-5000
Original Contract Amount: \$ 2,323,000 *Final Contract Amount:* \$2,307,860
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: MCDONNELL AVENUE, ET AL / 10185083
Start and Finish Dates: 12/1/16 – 12/1/16
Project Description: MOB, DEMOLITION, EXCAVATION, CEMENT TREATED BASE, UNDERGROUND
Agency Name: LACDPW
Contact Person: TIM BAZINET *Telephone:* 626-458-3144
Original Contract Amount: \$3,076,035 *Final Contract Amount:* \$3,129,747
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING / 10185040
Start and Finish Dates: 12/1/16 – 3/31/17
Project Description: EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING
Agency Name: CITY OF SAN GABRIEL
Contact Person: DAREN GRILLEY *Telephone:* 626-308-2800
Original Contract Amount: \$379,519 *Final Contract Amount:* \$699,171
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

<i>Project Name/Number:</i>	RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16/ 10184825		
<i>Start and Finish Dates:</i>	10/3/16 – 1/15/17		
<i>Project Description:</i>	RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16		
<i>Agency Name:</i>	CITY OF LA HABRA		
<i>Contact Person:</i>	EDDIE CHAN	<i>Telephone:</i>	562-383-4151
<i>Original Contract Amount:</i>	\$1,745,500	<i>Final Contract Amount:</i>	\$1,745,500
Change in contract amount is due to items of work being added/deleted by agency.			
<i>Project Name/Number:</i>	MONROVIA RENEWAL – SOUTHWEST / SOUTHEAST AREA / 10184717		
<i>Start and Finish Dates:</i>	10/3/16 – 1/15/17		
<i>Project Description:</i>	EXCAVATION/DEMOLITION, AC GRIND AND OVERLAY, PULVERIZE, CAPE SEAL		
<i>Agency Name:</i>	CITY OF MONROVIA		
<i>Contact Person:</i>	JIM MERRILL	<i>Telephone:</i>	626-932-5575
<i>Original Contract Amount:</i>	\$4,940,000	<i>Final Contract Amount:</i>	\$4,940,000
Change in contract amount is due to items of work being added/deleted by agency.			
<i>Project Name/Number:</i>	WASHINGTON BOULEVARD STREET IMPROVEMENTS – PHASE 2/ 10184671		
<i>Start and Finish Dates:</i>	10/1/16 – 12/23/16		
<i>Project Description:</i>	AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL		
<i>Agency Name:</i>	CITY OF MONTEBELLO		
<i>Contact Person:</i>	SAMUEL KOURI	<i>Telephone:</i>	323-887-1460
<i>Original Contract Amount:</i>	\$824,690	<i>Final Contract Amount:</i>	\$824,690
Change in contract amount is due to items of work being added/deleted by the agency.			
<i>Project Name/Number:</i>	TEMPLE AVENUE IMPROVEMENTS / 10184162		
<i>Start and Finish Dates:</i>	12/6/16 – 1/16/17		
<i>Project Description:</i>	TRAFFIC CONTROL, DEMO, PCC, AC, LANDSCAPE, SLURRY SEAL		
<i>Agency Name:</i>	CITY OF LA PUENTE		
<i>Contact Person:</i>	ADEL FREIJ (WILDAN)	<i>Telephone:</i>	562-364-8486
<i>Original Contract Amount:</i>	\$524,751	<i>Final Contract Amount:</i>	\$579,806
Change in contract amount is due to items of work being added/deleted by the agency.			

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: CONSTRUCTION OF LIBERTY PARK ANNEX EXTERIOR IMPROVEMENTS / 10184161
Start and Finish Dates: 8/29/16 – 9/21/16
Project Description: AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL
Agency Name: CITY OF CERRITOS
Contact Person: FREDDY BONILLA *Telephone:* 562-860-0311
Original Contract Amount: \$311,130 *Final Contract Amount:* \$311,130
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: 2017 CITYWIDE STREET RESURFACING / 10183764
Start and Finish Dates: 8/29/1611/11/16
Project Description: SURVEY, CONCRETE, UNDERGROUND, AC, COLD PLANE, FENCING
Agency Name: CITY OF LA CANADA FLINTRIDGE
Contact Person: GREG KWOCEK *Telephone:* 818-790-8880
Original Contract Amount: \$1,284,195 *Final Contract Amount:* \$1,284,195
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: ALAMO STREET WIDENING WEST OF GAGE AVENUE / 10183436
Start and Finish Dates: 8/15/16 – 10/14/16
Project Description: DEMOLITION, CONCRETE IMPROVEMENTS, AC GRIND & OVERLAY
Agency Name: CITY OF SIMI VALLEY
Contact Person: SARAH SHESHEBOR *Telephone:* 805-583-6786
Original Contract Amount: \$288,629 *Final Contract Amount:* \$288,629
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: WILMINGTON AVENUE IMPROVEMENTS / 10183227
Start and Finish Dates: 9/12/16 – 12/16/16
Project Description: COLD PLANE, AC, PCC, ADJUSTMENTS, ELECTRICAL, SURVEY
Agency Name: CITY OF COMPTON
Contact Person: JOHN STRICKLAND *Telephone:* 310-605-5500
Original Contract Amount: \$1,219,750 *Final Contract Amount:* \$1,146,489
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: VALLEY VIEW UTILITY RELOCATION / 10182766
Start and Finish Dates: 7/18/16 – 8/31/16
Project Description: TRAFFIC CONTROL, EROSION CONTROL, WATER LINE, SIDEWALK
Agency Name: CITY OF CERRITOS
Contact Person: FREDDY BONILLA *Telephone:* 562-860-0311
Original Contract Amount: \$379,000 *Final Contract Amount:* \$379,000
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: CHICO AVENUE FROM RUSH STREET TO SOUTH END OF STREET / 10182094
Start and Finish Dates: 7/11/16 – 9/2/16
Project Description: COLD MILL, AC, GRADING, CONCRETE, ADJUST MANHOLES & VALVES
Agency Name: CITY OF SOUTH EL MONTE
Contact Person: ARJAN IDNADI *Telephone:* 626-579-6540
Original Contract Amount: \$299,210 *Final Contract Amount:* \$299,210
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: DESERT SHORES TOWNSITE ROADWAY IMPROVEMENT PROJECT / 10182072
Start and Finish Dates: 7/1/16 – 10/28/16
Project Description: SHOULDER BACKING, ADJUST MANHOLES & VALVES, COLD PLANE, ARAM
Agency Name: IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS
Contact Person: JENELL GUERRERO *Telephone:* 442-265-1818
Original Contract Amount: \$1,111,000 *Final Contract Amount:* \$1,111,000
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: INTERSECTION MODIFICATION AT WALNUT AVENUE AND ALAMITOS / 10180933
Start and Finish Dates: 10/1/16 – 5/1/17
Project Description: EXCAVATION, AC GRIND & OVERLAY, CONCRETE, AGGREGATE BASE, UNDERGROUND
Agency Name: CITY OF LONG BEACH
Contact Person: ERIC LOWE *Telephone:* 562-570-5161
Original Contract Amount: \$851,568 *Final Contract Amount:* \$2,036,000
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: 2015-16 ANNUAL OVERLAY PROJECT / 10180815
Start and Finish Dates: 6/27/16 – 9/16/16
Project Description: COLD PLANE, GRADING, AC, CRACK SEAL, STRIPING, LOOPS
Agency Name: CITY OF SANTA CLARITA
Contact Person: FRANK LUJAN *Telephone:* 661-255-4942
Original Contract Amount: \$3,964,775 *Final Contract Amount:* \$3,964,775
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: BERYL STREET- FLAGLER TO 190TH DRAINAGE / 10180800
Start and Finish Dates: 6/13/16 – 10/1/16
Project Description: EXCAVATION, BASE, AC, PCC, COLD PLANE, UNDERGROUND
Agency Name: CITY OF REDONDO BEACH
Contact Person: SAILA POTUKUCHI *Telephone:* 310-372-1171
Original Contract Amount: \$1,658,101 *Final Contract Amount:* \$1,658,101
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT / 10180528
Start and Finish Dates: 8/1/16 – 11/21/16
Project Description: DEMO, GEOGRID, EXCAVATION, EARTHWORK, PCC, ADJUSTMENT
Agency Name: CITY OF INDUSTRY
Contact Person: GERRY PEREZ *Telephone:* 626-333-0336
Original Contract Amount: \$3,828,191 *Final Contract Amount:* \$886,882
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: BEACH PARKING LOT 4S ACCESS IMPROVEMENTS AND PAVING / 10179877
Start and Finish Dates: 5/23/16 – 6/24/16
Project Description: COLD MILL, CONCRETE, EXCAVATION, SITE FURNISHINGS, AC
Agency Name: CITY OF SANTA MONICA
Contact Person: ZACH POLLARD *Telephone:* 310-458-8411
Original Contract Amount: \$706,094 *Final Contract Amount:* \$706,094
Change in contract amount is due to items of work being added/deleted by the agency.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Sully-Miller Contracting Company

as PRINCIPAL, and

Liberty Mutual Insurance Company

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of the total amount bid ----- . THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Napoli Tract Water Improvements - CIP NO 7458"

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on November 17, 2020 .

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of October, 2020 .

Sully-Miller Contracting Company

Principal

By: 

Curtis Weltz, Asst. Sec.

Liberty Mutual Insurance Company

Surety

By: 

Victoria M. Campbell, Attorney-in-Fact

BON

BID BOND
ACKNOWLEDGMENT OF SURETY

See attached.

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.

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____
_____.

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On 11/16/2020 before me, Maria L. Ruiz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Curtis Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis Weltz
☒ Corporate Officer — Title(s): Assistant Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: Sully-Miller Contracting Company
Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

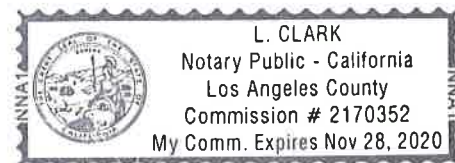
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On OCT 27 2020 before me, L. Clark, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Victoria M. Campbell
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

OCT 27 2020

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202719-024022**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Victoria M. Campbell, Khoi Tran

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONSTRUCTION AGREEMENT

NAPOLI TRACT WATER IMPROVEMENTS, CIP #7458

This Construction Agreement (“Agreement”) is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Sully-Miller Contracting Company], a [Delaware] [Corporation] (“Contractor”). Contractor’s CSLB license number is No. 747612 Class A. Contractor’s DIR registration number is No. 1000003664.

RECITALS

City duly solicited, received, publicly opened, and declared bids for the following public works project: **NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458** (“Project”).

A. City selected Contractor as the lowest responsive and responsible bidder for the Project.

B. The parties are executing this Agreement to provide for Contractor’s furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458** (“Project”). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, “Work”). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor’s bid amount of **\$ 1,323,100.00**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the

expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **90** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date.

City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.”

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

a. Commercial General Liability (occurrence) - for bodily injury, death, and property damage products/completed operations and all other activities undertaken by Contractor in the performance of this Agreement.

b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death, and property damage, insuring against all liability arising out of the use of any vehicle.

c. Owner's and Contractor's Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

- i. \$2,000,000 for bodily injury or death;
- ii. \$2,000,000 for property damage; and
- iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

- i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

- ii. Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide.

- iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

- iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

- v. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- vi. Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter.”

- vii. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. **UNRESOLVED DISPUTES:**

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,

employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:
 Director of Public Works
 City of Brea
 1 Civic Center Circle
 Brea, California 92821

To Contractor:

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[SULLY-MILLER CONTRACTING COMPANY]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with Hardy & Harper, Inc. for the Imperial Highway/Berry Street Intersection Improvements, CIP No. 7278 ("Project")

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Adopt Resolution to transfer funding of \$260,000 from the Traffic Impact Fee Fund (Fund 540) from CIP No. 7276 to CIP No. 7278 ("Project");
4. Award Contract to the lowest responsive and responsible bidder, Hardy & Harper, Inc., in the amount of \$565,000; and
5. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Imperial Highway/Berry Street Intersection Improvements, CIP No. 7278 is programmed in the FY 2020-21 Capital Improvement Program (CIP). The Project is located at the intersection of Berry Street and Imperial Highway (SR 90) (Attachment A). The work consists of widening Imperial Highway (SR 90) to accommodate a new westbound right-turn pocket on the approach to the Berry Street intersection. The project will include removal of existing curb, gutter and sidewalk and construction of new curb, gutter, sidewalk, access ramps and roadway structural section for the new right-turn lane. The project will also include modifications to existing storm drain facilities and the traffic signal at the intersection. Modifications to existing utilities will include relocation of existing street lights and adjustment of manholes and valves. New signing and striping improvements, as well as reconstruction of traffic loop detection will also be required.

On October 8, 2020, the Final Plans and Specifications (“Bid Documents”) were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on October 22, 2020, 20 days prior to bid opening. A hard copy of the Bid Documents are available at the City Clerk’s Office for review. There was one addendum to the Plans, which modified the height of a new pedestrian push button signal pole. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On November 10, 2020, staff received a total of eight bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$565,000.00 from Hardy & Harper, Inc. (“Hardy & Harper”) from Lake Forest, CA (Attachment B).

Table 1 provides the results of the eight bids received.

Table 1 – Total Bid Summary

Bidder Number	Bidder	Amount Bid
1	Hardy & Harper	\$565,000.00
2	Gentry Brothers, Inc.	\$579,617.35
3	All American Asphalt	\$599,999.00
4	Hillcrest Contracting	\$609,109.96
5	Sequel Contractors, Inc.	\$615,525.00
6	HYM Engineering, Inc.	\$628,392.70
7	Excel Paving Co.	\$637,728.25
8	Calpromax Engineering, Inc.	\$716,085.80
	<i>Engineer's Estimate</i>	\$513,000.00

As depicted in Table 1, the three lowest bids were very competitive, with the apparent lowest bid price from Hardy & Harper coming in greater than the Engineer’s Estimate (EE) by approximately \$52,000, about 10% over.

Hardy & Harper has been in the construction business for 75 years and has completed construction of similar roadway improvement projects for the cities of Laguna Hills, Dana Point, and Tustin. Their California Contractor’s license 215952 – A (General Engineering), C-8 (Concrete), and C-12 (Earthwork and Pavement), and Department of Industrial Relations registration number 100000076 have been verified by staff, and their bid package met the City requirements. In addition, staff contacted the cities of Laguna Hills, Dana Point, and Tustin, where the contractor received favorable reviews. Based on the aforementioned bid review, staff has determined Hardy & Harper to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, Hardy & Harper in the amount of \$565,000.00 (Attachment C).

SUMMARY/FISCAL IMPACT

The budget for CIP No. 7278 is programmed in the FY 2020-21 CIP budget for \$653,595, which included expenses for design. The total updated cost for the CIP No. 7278 going into construction is estimated at \$913,595 based on the apparent low bid amount of \$565,000, a 10% contingency, final right-of-way acquisition costs, and construction engineering costs. The source of funds for the approved budget is Traffic Impact Fund (540).

In order to award the Construction Contract to Hardy & Harper, staff is recommending transferring funding of \$260,000 from CIP No. 7276 to CIP No. 7278. The improvements for CIP No. 7276 were recently revised, which resulted in a cost savings to the budget. Based on this re-design, there are sufficient funds remaining to transfer funding to CIP No. 7278, and still complete the improvements for CIP No. 7276. Both projects are funded from the Traffic Impact Fee Fund (Fund 540). Therefore, staff prepared a Resolution for the City Council consideration, which will increase funding for CIP No. 7278 and reduce funding for CIP No. 7276 (Attachment D). If the Resolution is adopted by City Council there will be sufficient funding to complete both projects with no increase in funding from the Traffic Impact Fee Fund (Fund 540). There is no impact to the General Fund from this Project.

The Project will construct a right-turn lane on Imperial Highway west bound onto Berry Street northbound as well as install new signals, curb and gutter, sidewalk, and ADA accessible ramps. If City Council approves staff recommendations, the Project is anticipated to start construction in January 2021 and be completed by April 2021.

RESPECTFULLY SUBMITTED

Respectfully Submitted: William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Attachment A - Vicinity Map

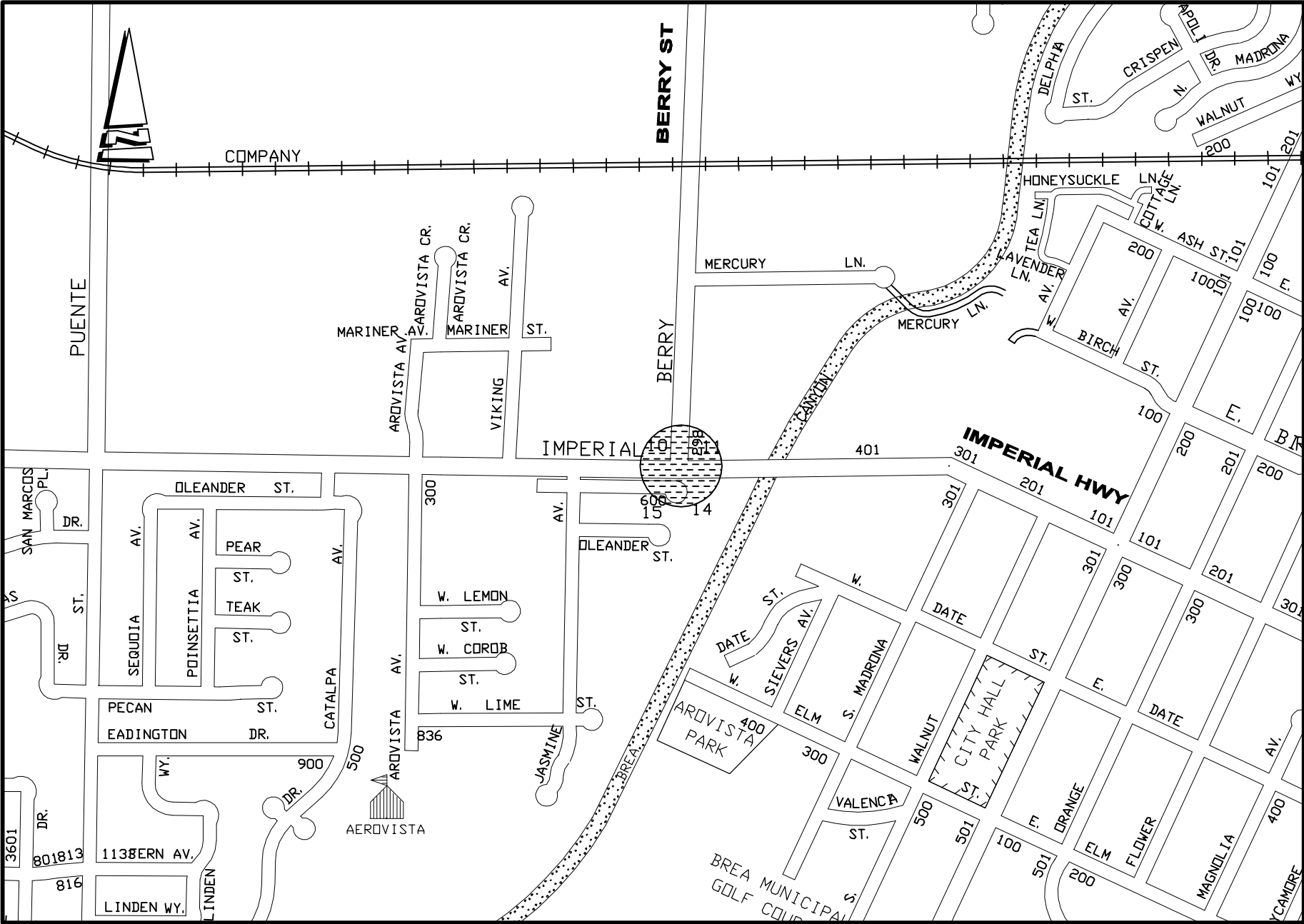
Attachment B - Proposal Contractor Hardy & Harper

Attachment C - Contract Agreement

Attachment D - Resolution

PROJECT 7278

IMPERIAL HIGHWAY AND BERRY INTERSECTION IMPROVEMENT



VICINITY MAP

NOT TO SCALE



City of Brea

Imperial Highway/Berry Street Intersection Improvements

CIP 7278

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01

November 6, 2020

Notice to All Bidders:

PROJECT PLANS:

Replace Sheet 8 of the Plans with the attached Plan Sheet 8 Addendum No. 01 to reflect the change in the PPB Post (N) height from 4'6" (N) to 4'7" (N) within the Standard and Equipment Schedule (B) Location .

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA
PUBLIC WORKS DEPARTMENT

Rick Kreuzer, P.E.
Project Design Engineer of Record

Cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Deputy Director/City Engineer
Steve Kooyman, P.E., Project Manager

Attachments: **Plan Sheet 8 Addendum No. 01**

This is to acknowledge receipt and review of Addendum #01, dated November 6, 2020. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum #01 in the Contractor's Proposal, Page C-2.

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

for the

**IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS
CIP PROJECT NO. 7278**

in the

CITY OF BRE A



**One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7667**

**BIDS DUE:
November 10, 2020
2:00 PM, 3rd FLOOR
City Clerk's Office**

**TONY OLMOS
PUBLIC WORKS DIRECTOR**

BID SET 10/8/2020

CITY OF BREA

**PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the

**IMPERIAL HIGHWAY BERRY STREET INTERSECTION IMPROVEMENTS
CIP PROJECT NO. 7278**

**PREPARED BY;
Kreuzer Consulting Group
320 Main Street, Unit D
Seal Beach, CA 90740**

Prepared Under the Supervision of:



Richard Kreuzer, R.C.E. No. 42407

9/11/20

Date

Approved by:

**Michael S. Ho, Deputy Director of Public Works/City Engineer
R.C.E. No. 70299 Exp. 12/31/20**

Date

NOTE: *If there are any questions relative to this project, please call Michael Ho, P.E. at:*

CITY OF BREA
PUBLIC WORKS DEPARTMENT
One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7667

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SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on November 10, 2020.**

1. Project Name: Imperial Highway/ Berry Street Intersection Improvements CIP #7278

The work consists of widening Imperial Highway (SR 90) for the implementation of a new westbound right turn pocket on the approach to the Berry Street intersection. The project will include removal of existing curb, gutter and sidewalk and construction of new curb and gutter, sidewalk, access ramps and roadway structural section. The project will also include modifications to existing storm drain facilities and the existing traffic signal at the intersection. Modifications to existing utilities will include relocation of existing street lights and adjustment of manholes and valves. New signing and striping improvements and reconstruction of traffic loop detection will also be required.

2. Obtaining Bid Documents: A copy of the Bid Package (including the plans, specifications, and contract documents) may be downloaded at no cost from the CIPLIST.com. All bidders shall register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidders' list, etc.

3. Bid Opening: Bids will be opened and read at a reasonable time following the time stated above on **November 10, 2020 via phone conference line at the following number:**

Dial-in Info: 714-671-3685

Participant Code: 711-686-87#

The Bidders can dial in with the above phone number and use the **Participation Code** followed by the # key. Once all Bids have been opened and read, Bidders may only ask questions for clarifying a bid total read or bidder name. All further inquiries on the Bids shall be submitted in writing to the City Clerk's Office via Public Records Request. The Bid Summary will be posted on CIPLIST.com once reviewed and compiled.

Sealed bids can be mailed/Fed-x in prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. **Bids that will be hand delivered by the Bidder shall be submitted into a Drop-Box located at the third floor of the Civic Center, One Civic Center Circle, Brea, California 92821 between the hours of 8:00 AM and no later than 2:00 PM. The Drop-Box will be located at the Engineering Front Counter.** The outside of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278 DO NOT OPEN WITH REGULAR MAIL".**

4. Non-Mandatory Pre-Bid Meeting: A non-mandatory pre-bid meeting will be held on Thursday, October 22, 2020. The pre-bid meeting will be held at the **City of Brea Civic Center, 1 Civic Center Cir, 2nd Floor, CA 92821 in the Conference Center at 10:30 AM.**

5. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid California Contractor's License Class "A" (General Engineering). Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

6. Registration with the Department of Industrial Relations: The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

7. Prevailing Wages: In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be obtained from the State at the following website: <http://www.dir.ca.gov/OPRL/pwd/>.

8. Bid Security: Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BREA. A bonding company admitted and licensed to do business in the State of California must issue bid bonds. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are **NOT** acceptable.

9. Payment Bond and Performance Bond: A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

10. Retention: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

11. Contact Person: Questions regarding this Notice Inviting Bids shall be directed to: **Michael Ho, PE, Deputy Director/City Engineer at michaelh@ci.brea.ca.us.**

ALL BONDS ISSUED SHALL BE FROM A BONDING COMPANY ADMITTED AND LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 60 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

Published Date: _____

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will reject any proposal not meeting these requirements. The bid shall be filed with the City Clerk pursuant to Section A "Notice Inviting Sealed Bids", which shall be endorsed with the Project Title and Project Number as it appears on the Notice Inviting Sealed Bids. The sealed envelopes will be opened and read at the time and place stated in Section A "Notice Inviting Sealed Bids". **Bidders or their authorized agents are invited to participate in the reading of the bids via teleconference as stated in Section A "Notice Inviting Sealed Bids".** Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

2. Proposal Guarantee

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY and shall be given as a guarantee that the bidder, if awarded the Work, will enter into a contract within 10 working days after the award and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

3. Proposal Signature

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

4. Delivery Of Proposal

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

“SEALED BID”

for

**IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS
CIP #7278
in the**

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed/Fed-x or delivered by messenger pursuant to the instructions as set forth in Section A “Notice Inviting Sealed Bids”. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in Section A “Notice Inviting Sealed Bids”. Late proposals will not be considered.

5. Return Of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

6. Taxes

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. Disqualification Of Bidders

In the event that any bidder acting as a direct contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a direct contractor.

8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California contractor's license as stated in Section A “Notice Inviting Sealed Bids”.

9. Registration with the Department of Industrial Relations

The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

10. References

All reference information called for in the bid proposal must be submitted with the bid proposal.

11. Listing Of Subcontractors

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid.

12. Discrepancies And Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

13. Equivalent Materials

Requests for the use of equivalents to those specified, must be submitted to the AGENCY. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

14. Legal Responsibilities

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

15. Award Of Contract

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

16. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY. Upon completion of the contract, the amounts of the two contract bonds required in Section 2-4, "CONTRACT BONDS," of the Standard Specifications for Public Works Construction, may be reduced to conform to the total amount of the contract bid prices for the items of work to guaranteed, and this amount shall continue in full force and effect for the duration of the guarantee period. However, the Labor and Material Bond cannot be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

17. Execution Of Contract

The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided and shall secure all insurance and bonds required by the Specifications within 10 working days from the date of the Notice of Intent-to-Award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

18. Submission of Bonds And Insurance

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within **10 working days** from the date of the Notice of Intent-to-Award for the Contract. Prior to issuance of Notice to Proceed, the AGENCY must be furnished with a Policy endorsement as required in the sample agreement depicted in Section D.

19. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the AGENCY.

20. Blank

21. Questions to the Engineer

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to **ten (10) working days** prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

22. RFI (SEE NEXT PAGE)

For Requests for Interpretation (RFI), the Bidder shall use the form on the following page for submittal in writing.

CITY OF BREA

**IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS
CIP PROJECT #7278**

**REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS**

Date:

Time:

Company:

Contact Person:

Address:

Telephone:

FAX:

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

TO A/E:

SECTION C

PROPOSAL

IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278

in the

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **60 Working Days**, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that 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 AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

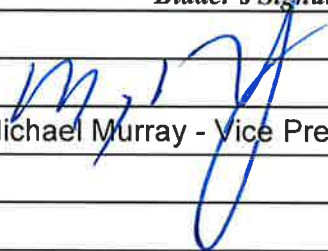
If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S Notice of Intent to Award the contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Bidder's Bond - 10%

Accompanying this proposal of bid, find _____ in the amount of \$_____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed

Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	11/06/2020	 Michael Murray - Vice President

IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS
CIP #7278

PROJECT BID SCHEDULE

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demolition (5% Max)	LS	1		40,000 \$6,000 (sk)
2	WPCP/NPDES/BMP's	LS	1		\$6,000
3	Traffic Control	LS	1	\$31,568	\$31,568
4	Clearing and Grubbing	LS	1	\$10,000	\$10,000
5	Cold Plane Roadway	SF	1,487	\$4.00	\$5,948
6	Remove Curb and Gutter	LF	410	\$13.00	\$5,330
7	Remove Curb	LF	48	\$13.00	\$624.00
8	Remove Sidewalk	SF	3,441	\$2.50	\$8,602.50
9	Remove Tree	EA	4	\$1,000	\$4,000
10	Remove Catch Basin	EA	2	\$3,700	\$7,400
11	Remove Storm Drain Pipe	LF	52	\$255.00	\$13,260
12	Remove Fire Hydrant	EA	1	\$4,400	\$4,400
13	Remove Water Service	LF	1	\$3,600	\$3,600
14	Remove Median Hardscape	SF	61	\$18.00	\$1,098.00
15	Remove Sign Post	EA	1	\$500.00	\$500.00
16	Unclassified Excavation	CY	662	\$65.00	\$43,030
17	Type A2 Curb and Gutter (8" cf)	LF	305	\$32.00	\$9,760
18	Type A1 Curb (8" cf)	LF	6	\$250.00	\$1,500
19	Variable Height Retaining Curb	LF	208	\$110.00	\$22,880
20	PCC Sidewalk	SF	3,083	\$8.50	\$26,205.50
21	Rubberized Hot Mix Asphalt, Type G	TON	100	\$115.00	\$11,500
22	Hot Mix Asphalt Base Course, Type A	TON	420	\$85.00	\$35,700
23	Class 2 Aggregate Base Material	TON	124	\$65.00	\$8,060.00
24	Curb Ramp, Case A, with Yellow Truncated Domes	EA	2	\$3,300	\$6,600
25	Curb Ramp, Case B Modified, with Yellow Truncated Domes	EA	1	\$3,300	\$3,300

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
26	24" RCP Storm Drain	LF	55	\$ 485.00	\$26,675
27	Drainage Inlet Type OL	EA	2	\$12,200	\$24,400
28	Gutter Depression	EA	2	\$4,600	\$9,200
29	Junction Chamber	EA	2	\$18,000	\$36,000
30	Street Light System Modification	LS	1	\$15,000 ^{15,000} \$10,000 ^{10,000}	15,000
31	Fire Hydrant	EA	1	\$14,000 ^{14,000} \$5,900 ^{5,900}	14,000
32	Water Service	EA	1	\$5,900 ^{5,900} \$6,000 ^{6,000}	5,900
33	Fine Grade, and Retrofit Irrigation on Off site property	LS	1	\$6,000 ^{6,000} \$1.00 ^{1.00}	6,000
34	3" Mulch	SF	3,259	\$1.00 ^{1.00} \$500.00 ^{500.00}	3,259
35	Remove and Salvage Business Sign	LS	1	\$7,000 ^{7,000} \$500.00 ^{500.00}	500.00
36	Signing and Striping	LS	1	\$7,000	\$7,000
37	Traffic Signal Loop Detectors	EA	14	\$300.00	\$4,200
38	Traffic Signal Modification (City-supplied Poles and Mast Arms)	LS	1	\$100,000	\$100,000
Total: Bid in Figures: \$565,000.00					
Total: Bid in Words: Five hundred sixty-five thousand dollars and zero cents					

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.

 (Bidders Initials)
 Michael Murray - Vice President

I, Michael Murray, am
the (Print Name)
Vice President of Hardy & Harper, Inc.
(Position/Title) (Name of Company)

the party making the foregoing bid 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; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to 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; that all statements contained in the bid are true; and, 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 9 day of November, 2020.

32 Rancho Circle Lake Forest, CA 92630
Address of Bidder

BIDDER'S 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 Michael Murray - Vice President

Firm Hardy & Harper, Inc.

Date 11/09/2020

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Hardy & Harper, Inc.

Contractor

By

Michael Murray - Vice President

Title

Date: 11/09/2020

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from 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 space provided.

N/A

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Hardy & Harper, Inc.

Contractor

By

Michael Murray - Vice President

Title

Date: 11/09/2020

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Hardy & Harper, Inc.

Bidder Name

32 Rancho Circle

Business Address

Lake Forest, CA 92630

City,

State

Zip

(714) 444-1851

Telephone Number

ablanchard@hardyandharper.com

Email Address

215952; A, C-8 & C12

State Contractor's License No. and Class

1000000076

DIR Registration Number

03/13/63

Original Date Issued (State Contractor's License)

12/31/2021

Expiration Date

The work site was inspected by _____ of our office on 11/06, 2020

Cody Gawryluk - Sr. Estimator

The following are persons, firms, and corporations having a principal interest in this proposal:

Dan T. Maas - President

Michael Murray - Vice President

Tanner Hambright - Vice President

Kristen S. Paulino - Corporate Secretary

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Hardy & Harper, Inc.

Company Name

Signature of Bidder

Michael Murray - Vice President

Printed or Typed Signature

Subscribed and sworn to before me this _ day of ___, 20_.

NOTARY PUBLIC _____

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. Please see attached - Hardy & Harper, Inc. References.

Name and Address of Public Agency _____

Name and Telephone No. of Public Agency Project Manager: _____

Contract Amount

Type of Work

Date Completed

2. _____

Name and Address of Public Agency _____

Name and Telephone No. of Public Agency Project Manager: _____

Contract Amount

Type of Work

Date Completed

3. _____

Name and Address of Public Agency _____

Name and Telephone No. of Public Agency Project Manager: _____

Contract Amount

Type of Work

Date Completed

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

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

x

x

x

x

x

x

*Signature of Document Signer No. 1*_____
Signature of Document Signer No. 2 (if any)

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

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 9 day of November, 2020,
by *Date* *Month* *Year*(1) Michael Murray(and (2)),*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature Ashlie Blanchard
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

PUBLIC WORKS REFERENCES

Attachment A

2017/2019

Owner/Agency	Contact	Project (Amount & Completion Date)
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509	Mike Myers (951) 332-6464 mmyers@jurupavalley.org	T.R.I.P Pavement Rehab. Phase I \$1,254,012.21 03/17
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran (949) 644-3340 ftran@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation \$2,142,045.66 3/17
City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo M. David (909) 477-2740 Romeo.David@cityofrc.us	Red Hill Park Pedestrian Trail Renovation Project \$171,888.70 3/17
City of Signal Hill 2175 Cherry Ave Signal Hill, CA 90755	Anthony Caraveo (562) 989-7352 acaraveo@cityofsignalhill.org	Willow Street Improvement Project \$922,100.43 6/17
City of Laguna Hills 24035 El Toro Rd Laguna Hills	Frank Tran (949) 644-3340 ftran@newportbeachca.gov	Arterial Pavement Mngmt. Project Street Rehabilitation \$1,375,406.90 6/17
City of Highland 27215 Base Line Highland, CA 92346	John Egan (909) 890-1255 jegan@erscinc.com	West Highland Bikeways Infrastructure & Pavement Imprv. \$2,678,788.77 7/17
City of Irvine One Civic Center Plaza Irvine, CA 92623	Brian Brown (949) 724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive Bid No. 17-1160 \$2,453,343.83 7/17
City of Pasadena 100 N. Garfield Ave Pasadena, CA 91109	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance of Street 2016 \$945,932.59 8/17
City of Ontario 303 East B Street Ontario, CA 91764	Miguel Sotomayor (909) 395-2108 msotomayor@ontarioca.gov	ATP Cycle I Safe Routes to School Sidewalk Imprv. \$824,850.88 10/17
City of Inglewood One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 hhunter@cityofinglewood.org	Streets & Alleys Rehabilitation Project \$2,639,330.06 11/17

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
City of Covina 125 E. College Covina, CA 91723	Chris Marcarello (626) 384-5490 pw@covinaca.gov	Grand Ave. Street Rehabilitation Fed Project NO. :STPL-5118(020) \$3,030,000.00 5/18
City of Rancho Palos Verdes 30940 Hawthorn Blvd. Rancho Palos Verdes, CA 90275	Ron Dragoo (310)544-5252 gkwolek@lcf.ca.gov	Residential St. Rehab. Project \$2,227,000.00 5/18
City of Downey 11111 Brookshire Ave. Downey, CA 90241	Edwin. Norris (562) 904-7110 enorris@downeyca.org	CIP No. 18-02 Residential St. Pavement Rehab. Project \$1,808,000.00 03/19
City of Dana point 33282 Golden Lantern Dana Point, Ca 92629	Matthew Sinacori (949) 248-3500 msinacori@danapoint.org	Arterial Roadway Resurface & Pavement Preservation Project \$3,993,000.00 1/18
City of Fountain Valley 10200 Slater Ave. Fountain Valley, CA 92708	Fatana Temory (714)593-4433 fatana.Temory@fountianvalley.org	Resurface & Rehab. Of Euclid Street from Slater Ave. to Warner ave. No. TI-271 \$1,077,000.00 9/18
City of Pomona 505 South Garey Ave. Pomona, CA 91766	Public Works (909)620-2261 pwengineering@ci.pomona.ca.us	Major Street Improvements \$3,839,000.00 8/18
City of Lancaster 44933 Fern Ave. Lancaster, CA 93534	Luis Garibay (661)723-6110 lgaribay@cityoflanaster.org	2018 Sidewalk, Curb & Gutter Repairs \$1,976,000.00 12/18
City of Tustin 300 Centennial way Tustin, CA 92780	Mario Medina (949)394-8955 mmedina@tustinca.org	FY 2017-18 Roadway Rehab. & Sidewalk Repair Project \$1,575,125.00 10 /18
City of Vernon 4305 S. Santa fe Ave. Vernon, CA 90058	Daniel Wall (323) 583-8811 x305 PublicWorksBids@ci.vernon.ca.us	Downey Road Improvements \$2,584,000.00 1/17
City of Diamond Bar 21810 Copley Drive	Jason Williams (909)839-7050	Residential &Collector Road Rehab. Project

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Diamond Bar, CA 91765	Jwilliams@diamondbarca.gov	\$1,551,000.00	12/18
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Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

74 Years

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A
Case Number Bankruptcy Court Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A
Case Number Bankruptcy Court Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes ☒ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes ☒ No

If "yes," explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

N/A %

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

1. Project Name Total Construction Value

Please see attached - Hardy & Harper, Inc. References.

Description and Location of Project

2. Project Name Total Construction Value

Description and Location of Project

3. Project Name Total Construction Value

Description and Location of Project

4. Project Name Total Construction Value

Description and Location of Project

5. Project Name Total Construction Value

Description and Location of Project

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

Owner/Agency	Contact Info	Project Title, Amount & Completion Date
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Joseph Fuentes 714-536-5431 jfuentes@surfcity-hb.org	Nichols Lane Rehabilitation From Slater Ave to Warner Ave \$644,000.00 9/2016
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Bill Simmons 760-770-0340 bsimmons@cathedralcity.gov	Date Palm Dr & Cathedral Canyon Pavement Rehabilitation \$939,000.00 11/2016
City of Moreno Valley 14177 Federick Street Moreno Valley, CA 92552	Henry Ngo 951-413-3100 henryn@moval.org	Edgemont Neighborhood Pavement Rehabilitation \$383,000 12/2016
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Fe Rama 909-364-2600 frama@chinohills.org	FY 2016-2017 Street Improvement Project \$1,039,000.00 12/2016
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	Melinda Barnes 909-387-7920 mebarnes@dpw.sbcounty.gov	Slover Ave Phase II \$2,405,020.32 1/2017
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran 949-644-3340 fttran@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation \$2,142,045.66 3/2017
County of Los Angeles 900 S Fremont Ave Alhambra, CA 91803	Jose Pou 626-458-2191 jpou@dpw.lacounty.gov	124th Street Et. Al RDC0013372 \$4,304,600.00 12/2014
City of Palos Verdes Estates 340 Palso Verdes Dr. West Palos Verdes Estates, CA 90274	Jack Rydell 310-378-0383 jackrydell@caaprofessionals.com	FY 14/15 Street Resurfacing Project 14-07 \$1,187,987.00 12/2014
City of Tustin 300 Centennial Way Tustin, CA 92780	Eddy Jan 714-573-3157 ejan@andpen.com	2013-14 Roadway Rehabilitation & Sidewalk Repair project \$1,491,543.00 12/2014
City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Richard Yee 626-744-4643 Richardyee@cityofpasadena.net	Preventitive Maintenance Street Fed ID NO. STPL-5064(081) \$1,518,231.24 8/2015
City of Cypress 5275 Orange Ave Cypress, CA 90630	Nick Mangkalakiri 714-229-6729 nmangkalakiri@cypressca.org	2008/09 Overlay Project \$1,366,000.00 6/2009
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Eric Charlonne 714-536-5430 echarlonne@surfcity-hb.org	Rehabilitation of Center Magnolia & Springdale \$2,393,000.00 8/2012
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	10-11 Overlay & sub Drain Improvement \$1,573,000.00 4/2011
City of Desert Hot Springs 65-950 Pierson Blvd Desert Hot Springs, CA 92240	Hal Goldenberg 760-329-6411 hgoldenberg@cityofdhs.org	2012 Street Rehabilitation Program Phase 2 \$1,212,000.00 11/2012
City of Perris 101 N "D" Street Perris, CA 92572	Chris Sunde 951-943-6504 chris@trilakeconsultants.com	2012 Grind & Overlay Rehabilitation \$789,000.00 11/2012

City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Elvin Jiang 626-744-6912 elvinjiang@cityofpasadena.net	2009 Resurfacing of Streets \$4,473,000.00 12/2010
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	Marina Hills Neighborhood Pavement Rehabilitation Project \$3,738,000.00 5/2018
County of Riverside 3525 14th Street Riverside, CA 92501	Trai Nguyen 951-961-5363 tnguyen@dpw.sbcounty.gov	Murrieta Hot Springs Road \$1,305,000.00 4/2014
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Tuan Pham 714-548-3456 tpham@westminster-ca.gov	Brookhurst Street \$1,116,920.00 3/2014
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 showard@riversideca.gov	Arterial Street Maintenance \$4,444,000.00 3/2014
City of Jurupa Valley 8939 Limonite Ave Jurupa Valley, CA 92509	Mike Myers 951-332-6464 mmyers@jurupavalley.org	TRIP Pavement Rehabilitation Phase I \$1,254,012.21 3/2017
City of Laguna Hills 24035 El Toro Rd Laguna Hills, CA	Kenneth H. Rosenfield (949) 707-2655 krosenfield@lagunahillsca.gov	Arterial Pavement Management Project Street Rehabilitation \$1,275,406.90 5/2017
City of Highland 27215 Base Line Highland, CA 92347	John Egan 909-890-1255 jegan@erscinc.com	West Highland Bikeways Infrastructure & Pavement Improv \$2,678,788.77 7/2017
City of Irvine One Civic Center Plaza Irvine, CA 92623	Brian Brown 949-724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive \$2,453,343.83 7/2017
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 showard@riversideca.gov	Minor Street Maintenance \$1,543,000.00 4/2014
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	J.D Gayman 909-387-7924 jdgayman@dpw.sbcounty.gov	San Bernardino Ave \$1,577,000.00 6/2014
City of Inglewood One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen 310-412-5333 hhnter@cityofinglewood.org	Street & Alleys Rehabilitation Project \$2,639,330.06 11/2017
City of Laguna Niguel 30111 Crown Valley Parkway Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	St. Christopher Neighborhoods & Via Vetti Pavement Rehabilitation \$1,226,861.00 9/2015
City of Norco 2870 Clark Ave Norco, CA 92860	Bill Thomas 951-735-3900 bthomas@ci.norco.ca.us	FY 2015-16 Annual Minor Street Rehabilitation Phase I \$777,000.00 10/2015
City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063	Fuad Shamout 805-318-0661 fshamout@simivalley.org	FY 2015-16 Annual Minor Street Rehabilitation \$1,213,960.50 11/2015
City of Walnut 21201 La Puente Rd	Natalie Avila 909-594-9702	Area 1 & 2 Street Resurfacing project

Walnut, CA 91789	navila@rkagroup.com	\$1,076,200.00	11/2015
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Hardy & Harper, Inc.

_____ as PRINCIPAL, and
Fidelity and Deposit Company of Maryland

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent (10%) of Amount Bid _____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Imperial Highway / Berry Street Intersection Improvements, CIP Project No. 7278

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on 11/10/2020

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day
of November, 2020.

Hardy & Harper, Inc.
Principal

By: _____

Michael Murray V.P.

Fidelity and Deposit Company of Maryland
Surety

By: _____

Dwight Reilly, Attorney-in-Fact

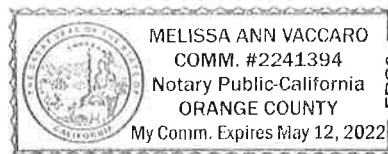
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
)

personally appeared Dwight Reilly

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

Signature Melissa Ann Vaccaro (Seal)
Signature of Notary Public Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2020.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
 Vice President

By: Dawn E. Brown
 Secretary

**State of Maryland
 County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On November 3, 2020 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Murray
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CONSTRUCTION AGREEMENT

IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENT CIP #7278

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Hardy and Harper, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is 215952 A, C-8 and C-12. Contractor's DIR registration number is 1000000076.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENT CIP #7278** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 565,000.00**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and

Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **60** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **\$1,000.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor.

Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

a. Commercial General Liability (occurrence) - for bodily injury, death, and property damage products/completed operations and all other activities undertaken by Contractor in the performance of this Agreement.

b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death, and property damage, insuring against all liability arising out of the use of any vehicle.

c. Owner's and Contractor's Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

- i. \$2,000,000 for bodily injury or death;
- ii. \$2,000,000 for property damage; and
- iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

ii. Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide.

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

v. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter."

vii. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,

employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To Contractor:

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[HARDY AND HARPER, INC.]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2020-21 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND TRANSFER FUNDS FROM THE TRAFFIC IMPACT FEE FUND (FUND 540) FOR THE CAPITAL IMPROVEMENT PROGRAM PROJECT 7276, LAMBERT ROAD AND PUENTE STREET INTERSECTION IMPROVEMENT TO THE TRAFFIC IMPACT FEE FUND (FUND 540) FOR PROJECT 7278 IMPERIAL HIGHWAY AND BERRY STREET INTERSECTION IMPROVEMENTS

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to transfer funding from the Traffic Impact Fee Fund (Fund 540) programmed for the Capital Improvement Program Project 7276, Lambert Road and Puente Street Intersection Improvement to the Traffic Impact Fee Fund (Fund 540) for Project 7278, Imperial Highway and Berry Street Intersection improvements for the fiscal year 2020-21.

(ii) The Capital Improvement Program Budget, Resolution No. 2020-045, and subsequent amendments, did not anticipate the adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2020-045, as heretofore amended, be further amended to:

1. Reduce funding from the Traffic Impact Fee Fund (Fund 540) to the Capital Improvement Program Project 7276, Lambert Road and Puente Street Intersection Improvement by \$260,000; and

2. Increase funding to the Traffic Impact Fee Fund (Fund 540) for the Capital Improvement Program Project 7278, Imperial Highway and Berry Street Intersection improvements by \$260,000

APPROVED AND ADOPTED this 15th day of December 2020.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 15th day of December 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Approve Plans and Specifications, Receive Bids, and Award Contract with All Cities Engineering, Inc. for the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP No's. 7453 and 7457 ("Project")

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, All Cities Engineering, Inc., in the amount of \$3,916,292.65; and
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Steele Drive Tract and Pleasant Hills Tract Water Improvements, CIP No. 7453 and CIP No. 7457 respectively, are programmed within the FY 2020-21 CIP. The projects were combined within one bid document entitled "Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP No. 7453 and 7457" ("Project"). The Project is located within the Steele Drive and Pleasant Hills Tract Subdivisions located East of Puente Drive, south of Northwood Avenue, and north of Central Avenue, which includes Steele Drive, Wardman Drive, and several streets east of Wardman Drive (Attachment A). The Project will include the required work for replacement and upgrade of existing water mains and appurtenances, as well as street resurfacing throughout the two Tracts.

On October 15, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on November 5, 2020, 14 days prior to bid opening. A hard copy of the Bid Documents are available at the City Clerk's office for review. There were no addenda to the Plans and Specifications. Therefore, staff recommends City Council approve the Plans and Specifications as bid.

On November 18, 2020, staff received a total of 15 bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$3,916,292.65 from All Cities Engineering, Inc. ("All Cities") from Jurupa Valley, CA (Attachment B). Their bid proposal depicted a total bid amount of \$3,915,052.65. The difference was attributed to a minor math error on one of the bid items. However, this error did not result in a unfair bid advantage and their bid as tabulated remains as the lowest apparent bid. Additionally, based on the review of all bidders' proposals, staff determined that

the Bid Proposal from Williams Pipeline Contactor was deemed non-responsive due to the bidder's failure to properly complete the bid proposal form in accordance with the Bid Document requirements. Therefore, their proposed amount is not listed in the following table.

Table 1 provides the results of 14 responsive bids received.

Table 1 – Total Bid Summary

Bidder Number	Bidder	Amount Bid
1	All Cities Engineering, Inc.	\$ 3,916,292.65
2	TE Roberts, Inc.	\$ 3,979,542.97
3	Sully-Miller Contracting Co.	\$ 4,021,000.00
4	Vasili, Inc.	\$ 4,034,065.69
5	Big Ben, Inc.	\$ 4,037,925.53
6	Kana Pipeline, Inc.	\$ 4,057,541.45
7	Stephen Doreck Equipment Rentals, Inc.	\$ 4,135,912.75
8	Hardy & Harper, Inc.	\$ 4,200,000.00
9	Ferriera Construction	\$ 4,248,857.62
10	Christensen Brothers	\$ 4,454,690.55
11	Griffith Company	\$ 4,274,532.30
12	MNR Construction, Inc.	\$ 4,695,618.40
13	Excel Paving Co.	\$ 4,713,686.00
14	Lonerock, Inc.	\$ 5,180,460.20
	<i>Engineer's Estimate</i>	\$ 3,900,000.00

As depicted within Table 1, the three lowest bids were very competitive with the apparent lowest bid price from All Cities coming in greater than the Engineer's Estimate (EE) by approximately \$16,000, or about 0.5%.

All Cities has been in the construction business for 5 years and has completed construction of similar water and roadway improvement projects for the cities of Downey and Santa Ana. Their California Contractor's license 1009171 – A (General Engineering) and Department of Industrial Relations registration number (1000044815), has been verified by staff and their bid package has met the City requirements. In addition, staff contacted the cities of Downey and Santa Ana, where the contractor has received a favorable review. Based on the aforementioned bid review, staff has determined All Cities to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, All Cities, in the amount of \$ 3,916,292.65 (Attachment C).

SUMMARY/FISCAL IMPACT

The Project budget is programmed in the FY 2020-2021 CIP with a budget amount of \$6,322,066. Of this amount, approximately \$1,600,000 is programmed for the Gemini Avenue/Titan way Project (part of CIP 7453) which is currently under construction. Therefore, the total Project budget programmed for the Steele Drive and Pleasant Hills Tract improvements is \$4,722,066. The total updated cost for the Project going into construction is estimated at \$4,656,722 based on the apparent low bid amount, a 10% contingency, and construction engineering costs. The sources of funds within the approved budget are from the Water Fund (540), Measure M (260), and Gas Tax (220). Therefore, there are sufficient funds in the budget for the Project. Upon completion of the Project, the remaining fund balance within each fund will be de-obligated and transferred back into the respective funds. There is no impact to the General Fund from this Project.

The Project will install a new water main with water appurtenances and complete street pavement rehabilitation within the Steele Drive and Pleasant Hills Tract Subdivisions. If City Council approves staff recommendations, the Project is anticipated to start construction in February 2021 in coordination with the work within the North Hills East project (7460), which is currently in construction and anticipated to be completed by September 2021.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

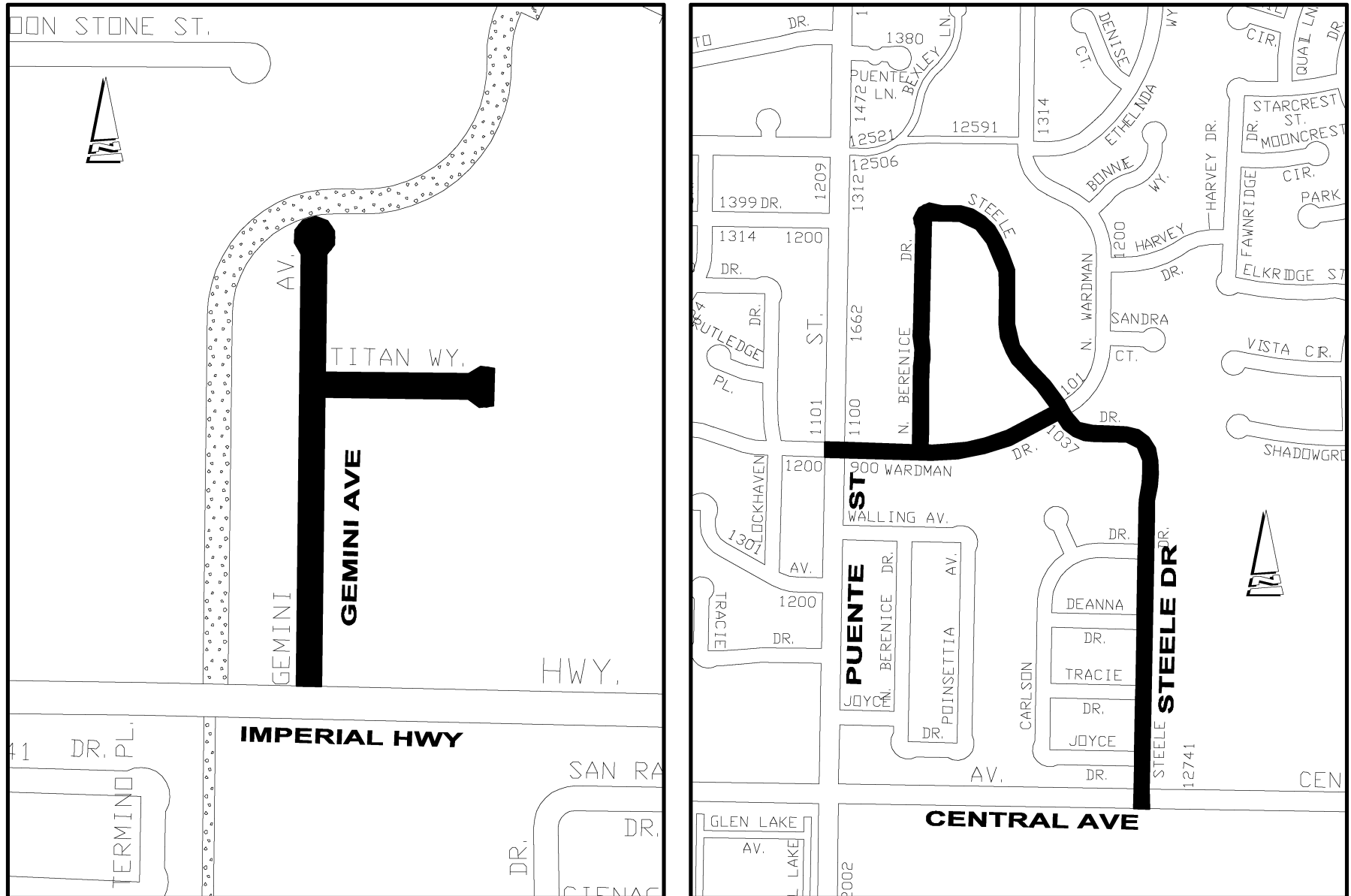
Location Map

All Cities Engineering, Inc. Proposal

Construction Contract Agreement

PROJECT 7453

GEMINI AVENUE/STEELE DRIVE WATERLINE IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

VICINITY MAP

NOT TO SCALE



SECTION C**PROPOSAL****BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457**

in the

CITY OF BREA**TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 90 Working Days, starting from the date of the Notice to Proceed issued for Schedule A and 70 Working Days, starting from the date of the Notice to Proceed issued for Schedule B and complete the entire Project within 160 Working Days from the date of the Notice to Proceed issued for Schedule A.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that 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 AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find Bid Bond in the amount of \$ 6 which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

**BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT
HILLS TRACT, CIP PROJECT NO. 7453 AND 7457**

**PROJECT BID SCHEDULE A
PLEASANT HILLS TRACT, CIP PROJECT NO. 7457**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (5% Max)	1	LS	\$ 80,000	\$ 80,000
2	Traffic Control and Construction Phasing	1	LS	\$ 40,000	\$ 40,000
3	BMP's/NPDES	1	LS	\$ 25,000	\$ 25,000
4	Removals for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	25,506	SF	\$ 3.00	\$ 76,518
5	Asphalt Concrete for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	1,156	TON	\$ 92.00	\$ 106,352
6	ARHM Overlay (3-inch or 2-inch thick as shown in plans)	2,486	TON	\$ 92.00	\$ 228,712
7	2-inch Grind/ Crack Repair	104,835	SF	\$.35¢	\$ 36,692.25
8	Slurry Seal/ Crack Repair	199,230	SF	\$.35¢	\$ 69,730.50
9	Furnish and Install 8-inch PVC pipe (C-900) Pressure Class 305	6,761	LF	\$ 80.00	\$ 540,880
10	Furnish and Install 1-inch water service lateral (short) to New Water Main	53	EA	\$ 2,000	\$ 106,000
11	Furnish and Install 1-inch water service lateral (long) to New Water Main	50	EA	\$ 2,200	\$ 110,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
12	Furnish and Install 6-inch Fire Hydrant Assembly	13	EA	\$7,500	\$97,500
13	Remove Existing Fire Hydrant Assembly	13	EA	\$2,000	\$26,000
14	Furnish and Install Pressure Regulating Station	2	EA	\$110,000	\$220,000
15	Abandon Existing Pressure Regulating Station	2	EA	\$15,000	\$30,000
16	Furnish and Install 2-inch Air Release Valve Assembly	5	EA	\$7,000	\$35,000
17	Furnish and Install 2-inch Blow-Off Hydrant Assembly	5	EA	\$3,800	\$19,000
18	Adjust valve frame and cover to grade.	4	EA	\$1,200	\$4,800
19	Furnish and Install new 6-inch resilient wedge water gate valves	6	EA	\$1,200	\$7,200
20	Furnish and Install new 8-inch resilient wedge water gate valves	29	EA	\$1,500	\$43,500
21	Pothole and Exploration	138	EA	\$500	\$69,000
22	Adjust existing storm drain or sewer manhole to grade	3	EA	\$1,700	\$5,100
23	Abandon Existing Water Valves	37	EA	\$500	\$18,500
24	Cut Pipe and Plug	11	EA	\$1,700	\$18,700
25	Traffic Signage and Striping	1	LS	\$10,000	\$10,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
26	Pressure Test and Disinfect	1	LS	\$ 50,000	\$ 50,000
27	Removal and Replacement of Unsuitable Subgrade	650	CY	\$ 100	\$ 65,000
Total: Schedule A Bid in Figures: \$ 2,134,272.75					
Total: Schedule A Bid in Words: Two million one hundred thirty-four thousand two hundred seventy-two dollars and 75/100 cents					

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.
2. Item 27 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer per Section 300-2.2 of the Special Provisions. The bidder shall include a price per Cubic Yard of unsuitable material to be removed and replaced and price shall be in effect for the duration of the project. The quantity of unsuitable material has been determined based on the soils investigation as included in Appendix G. Any costs associated with replacement of the unsuitable material per the recommendations of the soils report shall be included in the bid item and no additional compensation is allowed. Bidder declares that (I)(we)(it) has read and understands Bid Item 27 of the Bid Schedule.

J.C. (Bidders Initials)

PROJECT BID SCHEDULE B
STEELE DRIVE TRACT, CIP PROJECT NO. 7453

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (5% Max)	1	LS	\$ 20,000	\$ 20,000
2	Traffic Control and Construction Phasing	1	LS	\$40,000	\$40,000
3	BMP's/NPDES	1	LS	\$25,000	\$ 25,000
4	Removals for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	27,333	SF	\$ 3.00	\$ 81,999
5	Asphalt Concrete for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	1,239	TON	\$ 93.00	\$115,227
6	ARHM Overlay (3-inch or 2-inch thick as shown in plans)	2,123	TON	\$ 90.00	\$ 191,970
7	2-inch Grind/ Crack Repair	86,542	SF	\$.35¢	\$ 30,289.70
8	Slurry Seal/ Crack Repair	141,412	SF	\$.35¢	\$49,494.20
9	Remove and Reconstruct PCC Access Curb Ramp	8	EA	\$ 6,000	\$ 48,000
10	Furnish and Install 6-inch PVC pipe (C-900) Pressure Class 305	13	LF	\$ 120.00	\$ 1,560
11	Furnish and Install 8-inch PVC pipe (C-900) Pressure Class 305	5,023	LF	\$ 80.00	\$ 401,840

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
12	Furnish and Install 12-inch PVC pipe (C-900) Pressure Class 305	6	LF	\$ 1,800	\$ 10,800
13	Furnish and Install 1-inch water service lateral (short) to New Water Main	30	EA	\$ 2,000	\$ 60,000
14	Furnish and Install 1-inch water service lateral (long) to New Water Main	51	EA	\$ 2,200	\$ 110,000
15	Furnish and Install 6-inch Fire Hydrant Assembly	6	EA	\$ 7,800	\$ 46,800
16	Remove Existing Fire Hydrant Assembly	6	EA	\$ 2,000	\$ 12,000
17	Furnish and Install Pressure Regulating Station	2	EA	\$ 110,000	\$ 220,000
18	Abandon Existing Pressure Regulating Station	1	EA	\$ 25,000	\$ 25,000
19	Adjust valve frame and cover to grade.	8	EA	\$ 800.00	\$ 6,400
20	Furnish and Install new 6-inch resilient wedge water gate valves	8	EA	\$ 1,000	\$ 8,000
21	Furnish and Install new 8-inch resilient wedge water gate valves	22	EA	\$ 1,300	\$ 28,600
22	Pothole and Exploration	86	EA	\$ 500	\$ 43,000
23	Adjust existing storm drain or sewer manhole to grade	3	EA	\$ 1,000	\$ 3,000
24	Abandon Existing Water Valves	26	EA	\$ 1,000	\$ 26,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
25	Cut Pipe and Plug	6	EA	\$ 1,800	\$ 10,800
26	Traffic Signage and Striping	1	LS	\$ 10,000	\$ 10,000
27	Pressure Test and Disinfect	1	LS	\$ 45,000	\$ 45,000
28	Removal and Replacement of Unsuitable Subgrade	500	CY	\$ 100	\$ 50,000

Total: Schedule B Bid in Figures: \$ 1,780,779.90

Total: Schedule B Bid in Words: one million seven hundred eighty-thousand seven hundred seventy-nine dollars and ninety cents

Total: Schedule A and B Bid in Figures: \$ 3,915,052.65

Total: Schedule A and B Bid in Words: three million nine hundred fifteen thousand fifty-two dollars and sixty-five cents

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.
2. Item 28 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer per Section 300-2.2 of the Special Provisions. The bidder shall include a price per Cubic Yard of unsuitable material to be removed and replaced and price shall be in effect for the duration of the project. The quantity of unsuitable material has been determined based on the soils investigation as included in Appendix G. Any costs associated with replacement of the unsuitable material per the recommendations of the soils report shall be included in the bid item and no additional compensation is allowed. Bidder declares that (I)(we)(it) has read and understands Bid Item 28 of the Bid Schedule.

SL (Bidders Initials)

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

[illegible]

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL**

I, Apolonio Ramirez, am
the _____,
(Print Name)
President of All Cities Engineering, Inc.
(Position/Title) (Name of Company)

the party making the foregoing bid 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; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to 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; that all statements contained in the bid are true; and, 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this
17 day of November, 2020.

All Cities Engineering, Inc.
Name of Bidder

APOLONIO RAMIREZ
Signature of Bidder

5881 Snodgrass St - Juniper Valley CA 92509
Address of Bidder

BIDDER'S 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

Project Manager

Firm

All Cities Engineering, Inc.

Date

11/17/2020

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:


The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **Brea Water Main Replacement Steele Drive Tract Project No. 7453 and Pleasant Hills Tract Project No. 7457**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

All Cities Engineering, Inc.
Contractor


By

Project Manager
Title

Date: 11/17/2020

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from 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 space provided.

[illegible]

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

All Cities Engineering Inc.
Contractor

[Signature]
By

Project Manager
Title

Date: 11/17/2020

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

All Cities Engineering, Inc.

Bidder Name

5881 Snowgrass Tr.

Business Address

Juniper Valley

City,

CA

State

92509

Zip

(951) 255-3964

Telephone Number

Javier - allcities@yahoo.com

Email Address

1009171 (A)

State Contractor's License No. and Class

10000 44815

DIR Registration Number

6/30/2015

Original Date Issued (State Contractor's License)

11/30/2021

Expiration Date

The work site was inspected by J.C. of our office on 11/15, 2021.

The following are persons, firms, and corporations having a principal interest in this proposal:

Apolonio Ramirez

Kimberly Weber

President

Secretary/Treasurer

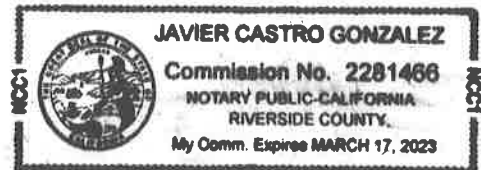
The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

All Cities Engineering, Inc.
Company Name

APOLONIO RAMIREZ
Signature of Bidder

Apolonio Ramirez
Printed or Typed Signature

Subscribed and sworn to before me this 17 day of NOV, 2020.



NOTARY PUBLIC

[Signature]

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. City of Downey
Name and Address of Public Agency
Name and Telephone No. of Public Agency Project Manager: LORRAE POWELL
562-302-3865

<u>\$900k</u>	<u>Pipeline, concrete, Asphalt</u>	<u>March, 2020</u>
Contract Amount	Type of Work	Date Completed
2. City of Santa Ana
Name and Address of Public Agency
Name and Telephone No. of Public Agency Project Manager: CHRIS VAREZUELA
(323) 715-2339

<u>\$2.3 Million</u>	<u>water main, services, storming, concrete, Asphalt</u>	<u>NOV, 2020</u>
Contract Amount	Type of Work	Date Completed
3. City of Downey
Name and Address of Public Agency
Name and Telephone No. of Public Agency Project Manager: LORRAE POWELL
562-302-3865

<u>\$1.9 Million</u>	<u>water main, services, FDC, concrete, Asphalt</u>	<u>7/2020</u>
Contract Amount	Type of Work	Date Completed

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

5 Years

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes

☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes

☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes

☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes

☒ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes

☒ No

If "yes," explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes

☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes

☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes

☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes

☒ No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes

☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes

☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes

☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

☐ Yes

☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes

☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

1. Project Name Civic Center water system improv. Total Construction Value \$700K

Description and Location of Project
Installation of new water main, water service lines, meter and boxes, gate valves, tees, bends, thrust blocks, concrete, Asphalt, and striping
2. Project Name Riverview water main rep Total Construction Value \$2.4 Million

Description and Location of Project
Installation 3"-12" water main, water services, Firehydrants, boxes, traffic loops, slurry, Asphalt, and concrete
3. Project Name Woodmoor water improv Total Construction Value \$1.5 Million

Description and Location of Project
Remove & Replace water main, services, meter, boxes, valves, concrete, and asphalt.
4. Project Name J.C. ~~Liberty~~ Libitz Street Improv. Total Construction Value \$1,000,000

Description and Location of Project
Installation of new 8" water main, services, tree removals, concrete and asphalt
5. Project Name Hilson estates improv. Total Construction Value \$950K

Description and Location of Project
Installation of 12" water main, services, FDC, fire hydrants, meters, and boxes.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
ALL CITIES ENGINEERING, INC.

as PRINCIPAL, and

OLD REPUBLIC SURETY COMPANY

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% OF AMOUNT BID. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on NOVEMBER 18TH, 2020

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18TH day of NOVEMBER, 2020.

ALL CITIES ENGINEERING, INC.

Principal

By: APOLONIO RAMIREZ

OLD REPUBLIC SURETY COMPANY

Surety

KEVIN VEGA, ATTORNEY-in-FACT

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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.

ACKNOWLEDGMENT

State of California }
County of LOS ANGELES }

On NOVEMBER 18TH, 2020 before me, _____
PHILIP VEGA, NOTARY PUBLIC

(Insert name and title of the officer)

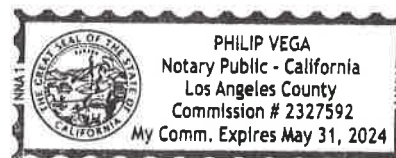
personally appeared KEVIN VEGA, ATTORNEY-in-FACT

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public



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 11/17/2020 before me, Javier Castro Gonzalez (Notary Public),
(Here insert name and title of the officer)

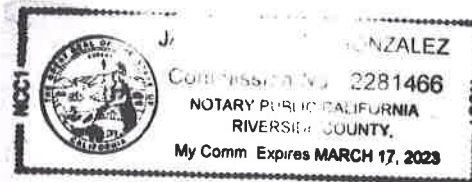
personally appeared Apolonio Ramirez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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

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

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- 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 notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- 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.



OLD 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 sealed 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 secretary; or
- (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 certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of JULY, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Staffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of JULY, 2020

, personally came before me, Alan Pavlic and

Karen J. Staffner

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061

Signed and sealed at the City of Brookfield, WI this 18th day of November, 2020.



Karen J. Staffner

Assistant Secretary

C & D BONDING & INS SERVICES

CONSTRUCTION AGREEMENT

BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [All Cities Engineering, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is No. 1009171 A. Contractor's DIR registration number is No. 1000044815.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 3,916,292.65.** Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make

payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete Schedule A of the Project within **90** working days from the date of the Notice to Proceed ("Schedule A Completion Date") issued for Schedule A and shall complete Schedule B of the Project within **70** working days from the date of the Notice to Proceed issued for Schedule B ("Schedule B Completion Date"). The Total Contract Working

Days shall not exceed **160** Working Days from the date of the Notice To Proceed issued for Schedule A of the Project (“Project Completion Date”)

B. Liquidated damages will be assessed in the amount of **\$750.00 for each calendar day** in excess of the contract time for the Project beyond the Schedule A Completion Date noted on the Notice to Proceed issued for **Schedule A**. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date noted within the Notice to Proceed issued for **Schedule A and Schedule B**. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days’ written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.”

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

a. Commercial General Liability (occurrence) - for bodily injury, death, and property damage products/completed operations and all other activities undertaken by Contractor in the performance of this Agreement.

b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death, and property damage, insuring against all liability arising out of the use of any vehicle.

c. Owner's and Contractor's Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

i. \$2,000,000 for bodily injury or death;

ii. \$2,000,000 for property damage; and

iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

ii. Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide.

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

v. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea

of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter.”

vii. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys’ fees, shall be paid in addition to and shall not deplete any policy limits.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a “public work” as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for

each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in

its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish

documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the

course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:
 Director of Public Works
 City of Brea
 1 Civic Center Circle
 Brea, California 92821

To Contractor:

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[ALL CITIES ENGINEERING, INC.]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Contract Addendums for Interim Contracts with Western Golf Properties LLC at Birch Hills and Brea Creek Golf Courses

RECOMMENDATION

1. Approve Addendum No. 1 to extend interim contract with Western Golf Properties LLC (WGP) for maintenance and operations at Birch Hills Golf Course for a not-to-exceed monthly amount of \$137,530 for a maximum of three additional months; and
2. Approve Addendum No. 2 to extend interim contract with WGP for maintenance and operations at Brea Creek Golf Course for a not-to-exceed monthly amount of \$51,350 for a maximum of three additional months.

BACKGROUND/DISCUSSION

Birch Hills Golf Course

In March of 2011, City Council approved a lease agreement with Imperial Golf to operate and maintain the 18-hole Birch Hills Golf Course. Per the agreement, the lease would become effective when the course was transferred to the City of Brea, which occurred in October of 2019. Shortly after the golf course transferred to the City, Imperial cited concerns regarding specific terms in their lease and requested for some concessions from the City. After discussion, Imperial and the City decided to mutually terminate their lease and the City would seek a new operator. Imperial's last day on their lease was July 5, 2020.

Given the short turnaround time to take over the golf course operations and look for a permanent operator, City Council approved an interim operation and maintenance contract with WGP for the golf course on June 20, 2020. The term for the interim contract was July 1, 2020 through December 31, 2020 while a permanent operator was selected for a longer term. Since the procurement process for a new operator is taking longer than expected, there is a need to extend the term of the existing interim agreement past December 31, 2020 on a month-to-month term until the City terminates the contract.

Therefore, staff proposes to extend the term for a maximum of three additional months, terminating on or before March 31, 2021. Western Golf has agreed to honor their previous monthly fee of \$137,530 for the extended period. Funds were budgeted in Fund 465 for the ongoing operation and maintenance during the budget process.

Brea Creek Golf Course

In 2007, City Council approved a lease agreement with Imperial Golf to operate and maintain the 9-hole Brea Creek Golf Course. Per allowable provisions in the lease agreement,

Imperial Golf decided to opt-out of the agreement and concluded their operation and maintenance responsibilities as of August 31, 2019. On August 20, 2019, the City Council approved an interim agreement with WGP to operate and maintain the course from September 1, 2019 through June 30, 2020 with the intent of going to a month-to-month term should their services be needed beyond June 30, 2020. Since Brea Creek Golf Course was later added to the Birch Hills Request-for-Proposal (RFP), City Council approved an addendum on July 21, 2020 that ratified to formally move to a month-to-month arrangement and extended the term an additional six month to December 31, 2020 or until the City terminates the contract. As previously stated, since the procurement for a permanent operator for both courses is taking additional time, there is a need to extend the term of the existing interim agreement past December 31, 2020 on a month-to-month term until the City terminates the contract.

Therefore, staff proposes to extend the term for a maximum of three additional months, terminating on or before March 31, 2021. Western Golf has agreed to honor their previous monthly fee of \$51,350 for the extended period. Funds were budgeted in Fund 465 for the ongoing operation and maintenance during the budget process.

SUMMARY/FISCAL IMPACT

This action approves two addendums for the month-to-month contract extension for maintenance and operations at the Birch Hills and Brea Creek Golf Courses for a maximum of three months until a permanent operator is selected. The monthly not-to-exceed amounts for these amendments are \$137,530 for Birch Hills Golf Course and \$51,350 for Brea Creek Golf Course. Funds are available in 465-51-5149-4249. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

Addendum 1 - Birch Hills

Addendum 2 - Brea Creek

ADDENDUM NO. 01 TO MAINTENANCE SERVICES AGREEMENT

This Addendum to the Maintenance Services Agreement dated June 17, 2020, is made and entered into this 15th day of December, 2020, by and between Western Golf Properties LLC ("Contractor") and the City of Brea ("City").

A. Recitals.

(i) On or about June 17, 2019, City and Contractor entered into an agreement for **maintenance** services, whereby Contractor provides maintenance and operational services to the City at Birch Hills Golf Course ("Agreement"). By its original terms, or by amendment(s), the Agreement will expire on December 31, 2020, and currently provides for compensation in the annual not-to-exceed amount of \$825,180.

(ii) The Agreement permits the City to extend the term, and authorizes such option to be executed by notice to Contractor issued by the City Manager.

(iii) The parties desire to memorialize the City's exercise of its option to extend the term of the Agreement and provide for compensation payable to Contractor for this extension period.

B. Agreement.

NOW, THEREFORE, it is agreed by and between City and Contractor as follows:

1. Notwithstanding any provision of the Agreement: (i) the term of the Agreement is hereby extended and shall expire at the end of the business day on March 31, 2021; and, (ii) compensation payable to Contractor for the extended term shall be the amount of \$412,590 (\$Four Hundred Twelve Thousand, Five Hundred Ninety Dollars), calculated as a flat amount, or as an hourly rate, as applicable.

2. Except as amended by this Addendum, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Addendum warrant that they are authorized to execute this Amendment and that this Addendum is binding on the parties hereto.

WHEREAS, the parties have executed this Addendum as of the date first set forth above.

City of Brea, a municipal corporation

Bill Gallardo, City Manager

Contractor: WESTERN GOLF PROPERTIES LLC

[Signature]

Name, Title

ROBERT J. HEATH CEO

Print or Type Name, Title

Name, Title

Print or Type Name, Title

(two signatures required if corporation)

ADDENDUM NO. 02 TO MAINTENANCE SERVICES AGREEMENT

This Amendment to the Maintenance Services Agreement dated August 20, 2019, is made and entered into this 15th day of December, 2020, by and between Western Golf Properties LLC ("Contractor") and the City of Brea ("City").

A. Recitals.

(i) On or about August 20, 2019, City and Contractor entered into an agreement for **maintenance** services, whereby Contractor provides maintenance and operational services to the City at Brea Creek Golf Course ("Agreement"). By its original terms, or by amendment(s), the Agreement will expire on December 31, 2020, and currently provides for compensation in the annual not-to-exceed amount of \$308,100.

(ii) The Agreement permits the City to extend the term, and authorizes such option to be executed by notice to Contractor issued by the City Manager.

(iii) The parties desire to memorialize the City's exercise of its option to extend the term of the Agreement and provide for compensation payable to Contractor for this extension period.

B. Agreement.

NOW, THEREFORE, it is agreed by and between City and Contractor as follows:

1. Notwithstanding any provision of the Agreement: (i) the term of the Agreement is hereby extended and shall expire at the end of the business day on March 31, 2021; and, (ii) compensation payable to Contractor for the extended term shall be the amount of \$154,050 (\$One Hundred Fifty-Four Thousand, and Fifty Dollars), calculated as a flat amount, or as an hourly rate, as applicable.

2. Except as amended by this Addendum, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Addendum warrant that they are authorized to execute this Amendment and that this Addendum is binding on the parties hereto.

WHEREAS, the parties have executed this Addendum as of the date first set forth above.

City of Brea, a municipal corporation

Bill Gallardo, City Manager

Contractor: WESTERN GOLF PROPERTIES LLC

DR / HLA CEO

Name, Title

ROBERT J. HEATH CEO

Print or Type Name, Title

Name, Title

Print or Type Name, Title

(two signatures required if corporation)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Resolution Authorizing Submittal of Application for Beverage Container Recycling City/County Payment Programs and Related Authorizations

RECOMMENDATION

Adopt Resolution.

BACKGROUND/DISCUSSION

Pursuant to Public Resources Code (PRC) section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, the Department of Resources Recycling and Recovery (CalRecycle) is distributing \$10,500,000 (subject to funding availability) in Fiscal Year (FY) 2020-21 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. Each city is eligible to receive \$5,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater.

The goal of CalRecycle's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers – aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal. There are various expenditure categories for eligible use of the funds awarded which include, but are not limited to: bins/litter reduction, water refill stations, advertising/promotion, education/outreach, litter clean-up events, personnel and more.

The governing body is required to submit an adopted resolution as a component of the grant application. Agencies can adopt a resolution that is valid until rescinded to allow for more streamlined and efficient future application of funds. Therefore, it is recommended that Council adopt the resolution in this manner.

The City of Brea has previously applied for these Payment Programs funds, and is typically awarded \$10,000 or more. For the current cycle, Brea is eligible for \$11,517 in potential grant funds based on the per capita calculation. In years past, this grant has been used to purchase multi-material recycling bins (including beverage container recycling) for the Civic & Cultural Center, and to purchase recycled plastic lumber for benches and tables at parks or other City facilities (this is no longer an eligible expenditure, however). It has also been previously used in coordination with the Discovery Science Center's Eco Challenge Partnership Program to teach 6th grade students in various Brea schools about recycling and environmental sustainability.

SUMMARY/FISCAL IMPACT

The Department of Resources Recycling and Recovery (CalRecycle) has grant funds available for cities and counties to promote beverage container recycling and litter cleanup activities. The City has applied for and been awarded these Payment Programs funds in past years. Staff requests City Council to consider and adopt a resolution authorizing the submittal of an application for the current cycle with a date that is valid until rescinded. The anticipated grant award for this cycle is \$11,517. Funding requests (including adopted Resolution and Letter of Designation) are due to CalRecycle on January 19, 2021, with payments distributed June - July 2021. A Letter of Designation is attached to allow the Public Works Director to execute all documents necessary to implement and secure payment.

There is no fiscal impact. No matching funds are required in order to apply for the Beverage Container Recycling City/County Payment Programs. By applying for these Payment Programs funds, the City can increase its resources available for recycling and environmental sustainability programs to benefit the community.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Lizette Longacre, Recycling Coordinator

Concurrence: Gillian Lobo, Senior Management Analyst
Tony Olmos, P.E., Public Works Director

Attachments

Resolution

Letter of Designation

RESOLUTION NO. 2020 - XXX

RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

A. RECITALS:

(i) Pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions.

(ii) In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs.

(iii) CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. The City of Brea is authorized to submit an application to CalRecycle for any and all payment programs offered.

2. The Public Works Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

3. This authorization is effective until rescinded by the Signature Authority or this governing body.

APPROVED AND ADOPTED this 15th day of December, 2020.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 15th day of December, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk



Letter of Designation

December 15, 2020

Pursuant to the Resolution authorizing an application for the Beverage Container Recycling City/County Payment Programs (Payment Programs), I am the designated Signature Authority for the City of Brea. I am authorized by the Resolution to execute on behalf of the City of Brea all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the Public Works Director.

This delegation is effective as long as the Resolution is in effect.

William Gallardo
City Manager
1 Civic Center Drive
(714) 990-7600

City Council

Marty Simonoff
Mayor

Steven Vargas
Mayor Pro Tem

Cecilia Hupp
Council Member

Christine Marick
Council Member

Glenn Parker
Council Member

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 12/08/2020

SUBJECT: Approve Plans and Specifications, Receive Bids, Award Contract with Stephen Doreck Equipment Rentals, Inc, for the Moorpark Drive Water Improvements Project CIP No. 7430, ("Project")

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Deem apparent lowest Bidder, MCC Equipment Rental, Inc., non-responsive;
4. Award Contract to the lowest responsive and responsible bidder, Stephen Doreck Equipment Rental, Inc., in the amount of \$339,857.10; and
5. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Moorpark Drive Water Improvements Project, CIP No.7430 ("Project") is programmed in the FY 2020-21 Capital Improvement Program (CIP). The Project is located on Moorpark Drive between Brittany Lane and Larkstone Lane (Attachment A). The work consists of replacing approximately 1,250 linear feet of existing water main and associated water services.

On October 14, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on November 4, 2020, 14 days prior to bid opening. A hard copy of the Bid Documents are available at the City Clerk's Office for review. There was one addendum to the Plans, which specified that the polymer water meter boxes and meters are to be supplied by the City. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On November 19, 2020, staff received a total of 12 bid proposals. Soon thereafter, staff tabulated the bid proposals and the apparent lowest bid was \$266,221.88 from MCC Equipment Rentals, Inc ("MCC"). Upon review of the proposals, staff determined MCC non-responsive due to a missing statement in the proposal of not listing when and who inspected the project site, which all bidders have listed. Therefore, staff recommends City Council deem the apparent lowest bidder non-responsive. Additionally, MCC submitted a withdrawal letter declaring that a mistake was made in filling out their bid and that their bid would be materially different than intended to be, resulting in a significant error.

Subsequently, staff determined that the second lowest bid in the amount of \$339,857.10 from Stephen Doreck Equipment Rental, Inc. ("Stephen Doreck") from the City of Pico Rivera, is the lowest responsive and responsible bid (see Attachment B).

Table 1 provides the results of 12 bids received.

Table 1 - Total Bid Summary

Bidder Number	Bidder	Amount Bid
1 (non-responsive)	MCC Equipment Rentals, Inc.	\$ 266,211.88
2 (lowest responsive and responsible bid)	Stephen Doreck Equipment Rental, Inc.	\$ 339,857.10
3	TE Roberts, Inc.	\$ 347,334.78
4	Gentry Brothers, Inc.	\$ 353,943.50
5	Big Ben Inc.	\$ 385,211.00
6	Cedro Construction Inc.	\$ 385,355.92
7	Griffith Company	\$ 387,616.00
8	Excel Paving Co.	\$ 399,110.34
9	CHI Construction	\$ 418,122.00
10	Kana Pipeline Inc.	\$ 419,507.92
11	Christensen Brothers	\$ 442,206.00
12	Los Angeles Engineering	\$ 640,700.00
	<i>Engineer's Estimate</i>	\$ 372,607.00

As depicted within Table 1, the lowest and second lowest responsive and responsible bids were very competitive with the lowest responsive and responsible bid price from Stephen Doreck, coming in about 10% less than the Engineer's Estimate (EE).

Stephen Doreck has been in the construction business for 13 years and has completed construction of similar water improvement projects for the cities of El Segundo, Whittier and Covina. Their California Contractor's license (665471-A) and Department of Industrial Relations registration number (1000011335) have been verified by staff and their bid package has met the City requirements. Staff contacted the cities of El Segundo, Whittier and Covina, and have provided favorable reviews about Stephen Doreck. Additionally, Stephen Doreck is currently working on the Puente Street Water Improvement Project for Brea, with an overall good performance. Based on the aforementioned bid review, staff has determined Stephen Doreck to be the lowest responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to Stephen Doreck Equipment Rentals, Inc., in the amount of \$339,857.10 (Attachment C).

SUMMARY/FISCAL IMPACT

The Project budget is programmed in the FY 2020-21 CIP with a total projected budget of \$490,000 of Water Funds. There is no impact to the General Fund.

The Project will replace approximately 1,250 linear feet of water main and associated water services on Moorpark Drive, between Brittany Lane and Larkstone Lane. If City Council approves staff recommendations, the Project is anticipated to start construction in February of 2021 and be completed by April of 2021.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

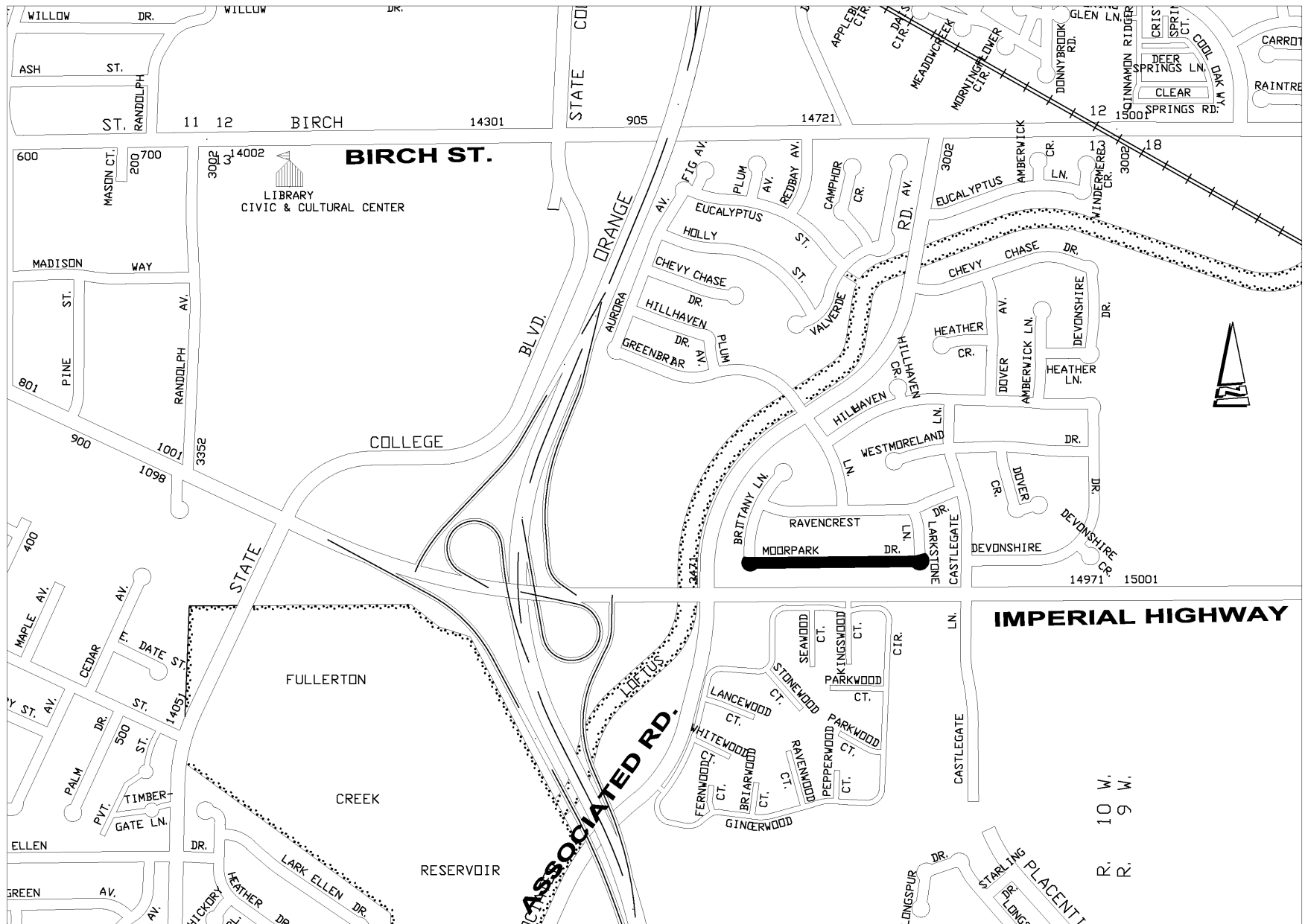
Attachment A

Attachment B

Attachment C - Construction Agreement

PROJECT 7430

MOORPARK DR. WATERLINE IMPROVEMENT



VICINITY MAP
NOT TO SCALE

BIDDER: _____

SECTION C

PROPOSAL

MOORPARK DRIVE WATER IMPROVEMENTS CIP PROJECT NO. 7430

in the

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **30 Working Days**, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that 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 AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.


If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Bidders Bond

10% of Bid Amount

Accompanying this proposal of bid, find ____ in the amount of \$____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	11/13/20	 -Pablo Viramontes

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 Los Angeles)

On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

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

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

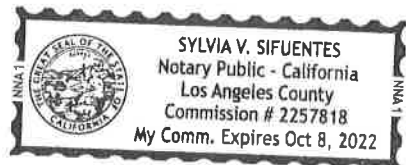
WITNESS my hand and official seal.

Signature



Sylvia Sifuentes (Notary Public)

(Seal)





**MOORPARK DRIVE WATER IMPROVEMENTS
CIP PROJECT NO. 7430**

**ADDENDUM NUMBER 01
November 13, 2020**

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid Documents:

1) CONTRACT DOCUMENT CONSTRUCTION PLAN:

Construction Note #7 REMOVE INTERFERING PORTION OF EXISTING WATER SERVICE AND CONSTRUCT NEW 1" WATER SERVICE FROM NEW MAIN T METER PER CITY OF BREA STD. 304-0. ~~REUSE~~ **REMOVE** EXISTING METER BOX. ABANDON REMAINING PORTION OF EXISTING WATER SERVICE IN PLACE. EXACT LOCATION OF WATER SERVICE TO BE FILED VERIFIED. TRENCHING AND RESURFACING PER CITY OF BREA STD. 102-0. SIDEWALK RESTORATION PER CITY OF BREA STD. PLAN NO 103-0.

2) CONTRACT DOCUMENT SPECIFICATIONS:

Bid Item No. 7– Install New 1" Water Service

Payment for Install New 1" Water Service shall be made at the Contract unit price bid for each item (EA), as shown in the Bid Schedule, and shall be considered full compensation for furnishing labor, materials, and equipment to complete the construction, including hot tap, double strap saddle, 2" corporation stop, copper tubing (type K), angle stop, **meter box (polymer) and meter***, saw cutting, excavation, temporary AC, necessary bracing, all pipe, connections, tees, bends, reducers, and other fittings, AC base pavement including Tee-Cut, bedding, backfilling, compaction, testing, disinfection, steel plates and removal of excess material. Pipe shall be measured along the longitudinal axis between the ends as laid and shall include actual pipe in place. ***New polymer water meter box and meter to be supplied by the City.**

Please note the following **clarification** made to the subject Bid Documents:

- 1) Ford Meter Box and Clow valves and hydrants are **NOT** to be accepted as equal.
- 2) Customer Valve as shown in City of Brea St. 304-0 is **NOT** to be installed.

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA
PUBLIC WORKS DEPARTMENT

Hsing Chao
Associate Engineer

Cc: Lillian Harris-Neal, City Clerk
Michael Ho, P.E. Deputy Public Works Director / City Engineer

This is to acknowledge receipt and review of Addendum No. 01, dated November 13, 2020. It is understood that this document shall be incorporated in the contractor's bid documents and proposal. Please note: The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.

Bidder: Stephen Doreck Equipment Rentals Inc.

Total: Bid in Figures: \$**Total: Bid in Words:**

NOTES:

- C-3

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

[illegible]

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL**

I, Pablo Viramontes, am
the _____,
(Print Name)
Vice President of Stephen Doreck Equipment Rentals Inc.
(Position/Title) (Name of Company)

the party making the foregoing bid 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; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to 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; that all statements contained in the bid are true; and, 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this
19th day of November, 2020.

Pablo Viramontes

Name of Bidder



Signature of Bidder

9075 Telegraph Road, Pico Rivera, CA 90660
Address of Bidder

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

Subscribed and sworn to (or affirmed) before me on this 19th
day of November, 2020, by Pablo Viramontes

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



(Seal)

Signature


Sylvia Sifuentes / Notary Public

BIDDER'S 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



-Pablo Viramontes

Title

Vice President

Firm

Stephen Doreck Equipment Rentals Inc.

Date

11/19/2020

ACKNOWLEDGMENT

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State of California
County of Los Angeles)

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(insert name and title of the officer)

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

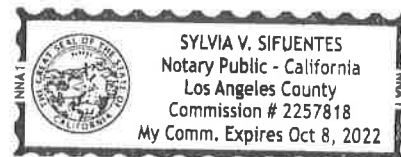
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Sylvia Sifuentes (Notary Public)

(Seal)



UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **Moorpark Drive Water Improvements, CIP Project No. 7430**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Stephen Doreck Equipment Rentals Inc.

Contractor



By

-Pablo Viramontes

Vice President

Title

Date: 11/19/2020

ACKNOWLEDGMENT

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State of California
County of Los Angeles)


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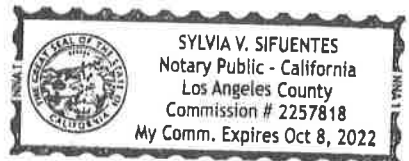
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WITNESS my hand and official seal.

Signature


Sylvia Sifuentes (Notary Public)

(Seal)



DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from 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 space provided.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Stephen Doreck Equipment Rentals Inc.

Contractor



By

-Pablo Viramontes

Vice President

Title

Date: 11/19/2020

ACKNOWLEDGMENT

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State of California
County of Los Angeles)

On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

personally appeared Pablo Viramontes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
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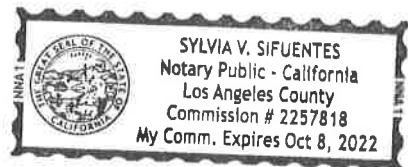
WITNESS my hand and official seal.

Signature



Sylvia Sifuentes (Notary Public)

(Seal)



BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Stephen Doreck Equipment Rentals Inc.

Bidder Name

9075 Telegraph Road

Business Address

Pico Rivera, CA 90660

City,

California

State

90660

Zip

(562)949.4949

Telephone Number

Pablo@doreckconstruction.com

Email Address

665471-A

State Contractor's License No. and Class

1000011335

DIR Registration Number

03/02/07

Original Date Issued (State Contractor's License)

02/28/2022

Expiration Date

The work site was inspected by _____ of our office on _____, 20_.

Pablo Viramontes

11/11/2020

The following are persons, firms, and corporations having a principal interest in this proposal:

Catherine R Doreck / President

Stephen L. Doreck / Vice President

Pablo Viramontes / Vice President

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Stephen Doreck Equipment Rentals Inc.

Company Name



Signature of Bidder

Pablo Viramontes

Printed or Typed Signature

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

NOTARY PUBLIC Sylvia Sifuentes / Notary Public

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. City of El Segundo 350 Main Street el Segundo CA 90245

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Lifan Xu 310.524.2368

680,745.00 Water Main Improvements 11/2018

Contract Amount Type of Work Date Completed

2. City of Whittier 13230 Penn St, Whittier, CA 90602

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Raul Flore 562.567.9525

990,245.00 Main Line Replacement 03/2020

Contract Amount Type of Work Date Completed

3. City of Covina 125 E College St, Covina, CA 91723

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Rafael Fajardo 626.384.5489

2,603,255 Water Main Replacement 03/2020

Contract Amount Type of Work Date Completed

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State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 19th
day of November, 2020, by Pablo Viramontes

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



(Seal)

Signature


Sylvia Sifuentes / Notary Public

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

27 Years

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes

☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes

☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes

☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes

☒ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes

☒ No

If "yes," explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes

☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes

☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes

☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes

☒ No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes

☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes

☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes

☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes

☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes

☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

% N/A

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

☐ Yes

☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Stephen Doreck Equipment Rentals, Inc.

_____ as PRINCIPAL, and
North American Specialty Insurance Company

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent (10%) of Amount Bid _____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Moorpark Drive Water Improvements, CIP Project No. 7430"

"For which bids are to be opened per the directions outlined in the Notice Inviting Bidders at 2:00 PM on November 19, 2020.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day
of
November, 2020.

Stephen Doreck Equipment Rentals, Inc.
Principal

By: 
Pablo Vivarantes Vice President

North American Specialty Insurance Company
Surety

By: 
Daniel Huckabay, Attorney-in-Fact

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 Los Angeles)

On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

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

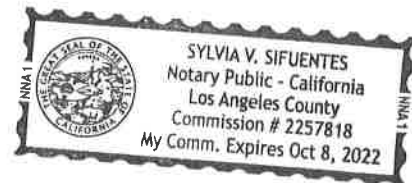
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Sylvia Sifuentes (Notary Public)

(Seal)



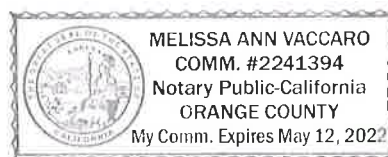
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
)

personally appeared Daniel Huckabay

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

Signature Melissa Ann Vaccaro (Seal)
Signature of Notary Public Melissa Ann Vaccaro



SWISS RE CORPORATE SOLUTIONS

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION**

Bond No. CSBA-15616

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, FRANK MORONES
MICHAEL D. STONG, BEN STONG, and R. NAPPI JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14TH day of JANUARY, 20 19.

**North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation**

State of Illinois
County of Cook

ss:

On this 14TH day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of November, 20 20.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



State of California

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Department of Industrial Relations

(<https://www.dir.ca.gov/>)

Contractor Information

Legal Entity Name
STEPHEN DORECK EQUIPMENT RENTALS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000011335
Registration effective date
07/01/20
Registration expiration date
06/30/23
Mailing Address
9075 TELEGRAPH ROAD PICO RIVERA 90660 CA ...
Physical Address
9075 TELEGRAPH ROAD PICO RIVERA 90660 CA ...
Email Address
pablo@doreckconstruction.com
Trade Name/DBA
DORECK CONSTRUCTION
STEPHEN DORECK EQUIPMENT RENTALS, INC.
License Number (s)
CSLB:665471
CSLB:665471

Registration History

Effective Date	Expiration Date
07/12/18	06/30/19
06/22/17	06/30/18
07/07/16	06/30/17
08/09/15	06/30/16
02/23/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

Legal Entity Information

Corporation Entity Number:	2982502
Federal Employment Identification Number:	208858954
President Name:	CATHERINE R. DORECK
Vice President Name:	STEPHEN L. DORECK
Treasurer Name:	PABLO VIRAMONTES
Secretary Name:	PABLO VIRAMONTES
CEO Name:	CATHERINE R. DORECK

Agency for Service:

Agent of Service Name:	STEPHEN L. DORECK
Agent of Service Mailing Address:	8026 E. TARMA STREET LONG BEACH 90808 CA United States

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

STEPHEN DORECK EQUIPMENT F
TRAVELERS INDEMNITY COMPAN

CONSTRUCTION AGREEMENT

MOORPARK DRIVE WATER IMPROVEMENTS, CIP #7430

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Stephen Doreck Equipment Rentals, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is No. 665471 Class A. Contractor's DIR registration number is No. 1000011335.

RECITALS

City duly solicited, received, publicly opened, and declared bids for the following public works project: **MOORPARK DRIVE WATER IMPROVEMENTS, CIP NO. 7430** ("Project").

A. City selected Contractor as the lowest responsive and responsible bidder for the Project.

B. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **MOORPARK DRIVE WATER IMPROVEMENTS, CIP NO. 7430** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. **CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 339,857.10**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the

expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **30** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **\$1,000.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date.

City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.”

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

a. Commercial General Liability (occurrence) - for bodily injury, death, and property damage products/completed operations and all other activities undertaken by Contractor in the performance of this Agreement.

b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death, and property damage, insuring against all liability arising out of the use of any vehicle.

c. Owner's and Contractor's Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

- i. \$2,000,000 for bodily injury or death;
- ii. \$2,000,000 for property damage; and
- iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

ii. Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide.

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

v. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter."

vii. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,

employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To Contractor:

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[STEPHEN DORECK EQUIPMENT RENTALS, INC.]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk