REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE:
JUNE 4, 2019

TITLE:
AWARD A $1,660,370 CONSTRUCTION CONTRACT TO STEPHEN DORECK EQUIPMENT RENTALS, INC., FOR THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS PROJECT (OVERALL PROJECT DELIVERY COST $2,158,482) (PROJ. NO. 15-6448) {STRATEGIC PLAN NO. 6, 1B; 1C; 1G}

CLERK OF COUNCIL USE ONLY:
APPROVED
☐ As Recommended
☐ As Amended
☐ Ordinance on 1st Reading
☐ Ordinance on 2nd Reading
☐ Implementing Resolution
☐ Set Public Hearing For

CONTINUED TO

FILE NUMBER

RECOMMENDED ACTION

1. Award a contract to Stephen Doreck Equipment Rentals, Inc., the lowest responsible bidder, in accordance with the base bid in the amount of $1,660,370, for construction of Thornton Park Neighborhood Water Main Improvements Project, for the term beginning upon execution of the contract and ending upon project completion, and authorize the City Manager and the Clerk of the Council to execute the contract subject to non-substantive changes approved by the City Manager and the City Attorney.

2. Approve the Project Cost Analysis for a total estimated construction delivery cost of $2,158,482, which includes the $1,660,370 contract, $249,056 as a 11.5% project contingency, $120,000 for Contract Administration, and $129,056 for Inspection and Testing in the Water Utility Acquisition and Construction fund.

DISCUSSION

Public Works Water Resources staff monitors the condition of water main pipelines by assessing critical factors such as history of breaks, pipe size, alignment, location, and system redundancy to determine the replacement priorities. The existing 6-inch-diameter cast iron water main located within the Thornton Park Neighborhood installed in the 1970s has been experiencing numerous breaks and leaks, and has been identified for priority replacement (Exhibit 1).

Water system improvements will include new 8-inch polyvinyl chloride water main, fire hydrants, water services, appurtenances, abandonment of the existing 6-inch-diameter cast iron water main, slurry seal, and striping. Once this project is completed, water service reliability and general service quality will improve significantly. The improvements will also enhance the ride
quality, surface drainage, and appearance of the neighborhoods. In addition, the potential for disruption due to water main breaks will be substantially reduced.

In order to proceed with the project, besides the award of the construction contract, staff is also seeking Council authorization to set aside funds for contingency, and to cover City staff costs to perform Construction Management, inspect the work, and complete required materials testing utilizing outside special inspection consultants on existing contracts, all to ensure quality and workmanship. The table below summarizes the funds that staff is requesting:

<table>
<thead>
<tr>
<th>Construction Contract</th>
<th>$1,660,370</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Administration</td>
<td>$120,000</td>
</tr>
<tr>
<td>Inspection and Testing</td>
<td>$129,056</td>
</tr>
<tr>
<td>Contingencies</td>
<td>$249,056</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED FUNDS NEEDED</strong></td>
<td><strong>$2,158,482</strong></td>
</tr>
</tbody>
</table>

The costs to cover City staff responsible to deliver Capital Projects are paid by the project funds, and no additional nor separate funding is used to pay for staff delivering Capital Projects.

A Notice Inviting Bids was advertised on April 5 and 10, 2019, and bids were opened on April 24, 2019. The following is a summary of the bid invitations made and the bids received:

**Outreach**

To provide an opportunity for local vendors to submit bids, the City has been utilizing PlanetBids which is web-based system. Through this system, 5 qualified local, Santa Ana vendors were notified of the opportunity to bid on this project.

**Contractor Participation Data**

A total 51 contractors requested bidding documents, 12 bids were received; no bid was received from a Santa Ana contractor.

**Bid Results Summary**

<table>
<thead>
<tr>
<th>RANK</th>
<th>BIDDER'S NAME</th>
<th>LOCATION</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Stephen Doreck Equipment Rentals, Inc.</td>
<td>Pico Rivera</td>
<td>$1,660,370</td>
</tr>
<tr>
<td>2</td>
<td>G.J. Gentry General Engineering, Inc.</td>
<td>Upland</td>
<td>$1,738,078</td>
</tr>
<tr>
<td>3</td>
<td>Christensen Brothers General Engineering, Inc.</td>
<td>Apple Valley</td>
<td>$2,051,000</td>
</tr>
<tr>
<td>4</td>
<td>J. A. Salazar Construction &amp; Supply Corp.</td>
<td>La Habra</td>
<td>$2,151,450</td>
</tr>
<tr>
<td>5</td>
<td>Cedro Construction Inc.</td>
<td>Santa Paula</td>
<td>$2,151,510</td>
</tr>
</tbody>
</table>

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All 12 bids received were deemed responsive. Stephen Doreck Equipment Rentals, Inc., submitted the lowest responsive bid in the amount of $1,660,370 (Exhibit 2). Based on the bid analysis and a contractor’s reference check, staff recommends awarding the construction contract to Stephen Doreck Equipment Rentals, Inc., in the amount bid (Exhibit 3).

**STRATEGIC PLAN ALIGNMENT**

Approval of this item supports the City’s efforts to meet Goal #6 - Community Facilities & Infrastructure, Objective #1 (establish and maintain a Community Investment Plan for all City assets), Strategy B (equitably maintain existing streets and associated assets in a state of good repair so they are clean, safe and aesthetically pleasing for all users), Strategy C (invest resources and technology to extend the service life of existing infrastructure to protect the City’s investment and support a high quality of life standard), and Strategy G (develop and implement the City’s Capital Improvement Program in coordination with the Community Investment Plan - e.g., neighborhood streets, traffic improvements, etc.).

**ENVIRONMENTAL IMPACT**

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review. Categorical Exemption Environmental Review No. ER-2019-37 was filed for the project.

**FISCAL IMPACT**

As indicated in the Cost Analysis (Exhibit 4), the estimated total delivery cost of the project is $2,158,482, which includes the proposed construction contract award, contract administration, inspection, testing, design engineering, and an authorized contingency of $249,056. The following table summarizes the funds proposed in the Fiscal Year 19/20 Capital Improvement Program to deliver construction of this project:
Fiscal Year | Accounting Unit – Account No. (Project No.) | Fund Description | Accounting Unit – Account No. Description | Amount
---|---|---|---|---

Total | $2,158,482

All Funds are scheduled for expenditure in Fiscal Year 2019-20.

APPROVED AS TO FUNDS AND ACCOUNTS:

Fuad S. Sweiss, PE, PLS
Executive Director
Public Works Agency

Kathryn Downs, CPA
Executive Director
Finance and Management Services Agency

FSS/EWG/RR

Exhibits: 1. Location Map
2. Bid Proposal
3. Construction Contract
4. Cost Analysis
Project No. 15-6448: Thornton Park Neighborhood Water Main Improvements Project
City of Santa Ana

Thornton Park Neighborhood Water Main Improvements (15-6448), bidding on April 24, 2019 2:00 PM (Pacific)

Bid Results

Bidder Details

Vendor Name: Stephen Doreck Equipment Rentals, Inc.
Address: 9075 Telegraph Road
Pico Rivera, CA 90660
United States

Respondee: Pablo Viramontes
Respondee Title: Vice President
Phone: 562-949-4949 Ext.
Email: pablo@doreckconstruction.com
Vendor Type: SBE, CADIR
License #: 665471
CA DIR

Bid Detail

Bid Format: Electronic
Submitted: April 24, 2019 1:30:20 PM (Pacific)
Delivery Method: Bid Responsive
Bid Status: Submitted
Confirmation #: 176031
Ranking: 0

Respondee Comment

Buyer Comment

Attachments

File Title
Bid Proposal
Ownership Affidavit
Bid Bond
Non-Collusion Affidavit

File Name
Bid Proposal.pdf
Ownership Affidavit.pdf
Bid Bond.pdf
Non-Collusion Affidavit.pdf

File Type
General Forms
Ownership Affidavit (Notary Public) - REQ Original Hard Copy Submittal in Addition
Bid Bond Guaranty (Notary Public) - REQ Original Hard Copy Submittal in Addition
Non-Collusion Affidavit (Notary Public) - REQ Original Hard Copy Submittal in Addition

Line Items

<table>
<thead>
<tr>
<th>Type</th>
<th>Item Code</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Line Total</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid Proposal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Mobilization &amp; Demobilization</td>
<td></td>
<td>LS</td>
<td>1</td>
<td>$73,390.00</td>
<td>$73,390.00</td>
<td></td>
</tr>
<tr>
<td>2 6&quot; PVC Water Line per City Standard Plan 1150</td>
<td></td>
<td>LF</td>
<td>7650</td>
<td>$110.00</td>
<td>$830,500.00</td>
<td></td>
</tr>
</tbody>
</table>

PlanetBids, Inc.
## Bid Results

<table>
<thead>
<tr>
<th>Type</th>
<th>Item Code</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Line Total</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>1&quot; Water Service per City Standard Plan 1401</td>
<td>EA</td>
<td>201</td>
<td>$1,295.00</td>
<td>$260,295.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2&quot; Water Service per City Standard Plan 1402</td>
<td>EA</td>
<td>5</td>
<td>$5,215.00</td>
<td>$26,075.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>4&quot; Water Service per City Standard Plan 1403B</td>
<td>EA</td>
<td>1</td>
<td>$26,250.00</td>
<td>$26,250.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Fire Hydrant Assembly per City Standard Plan 1405</td>
<td>EA</td>
<td>13</td>
<td>$8,525.00</td>
<td>$110,825.00</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PCC Cross Gutter Replacement per City Standard Plan 1109</td>
<td>SF</td>
<td>1010</td>
<td>$33.00</td>
<td>$33,390.00</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>PCC Curb Ramp per City Standard Plan 1122</td>
<td>EA</td>
<td>2</td>
<td>$5,250.00</td>
<td>$10,500.00</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>2&quot; Blow-Off Assembly per City Standard Plan 1414</td>
<td>EA</td>
<td>1</td>
<td>$4,555.00</td>
<td>$4,555.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Sewer CCTV Inspection</td>
<td>LS</td>
<td>1</td>
<td>$16,750.00</td>
<td>$16,750.00</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Slurry Seal Surfacing (REAS, Type II)</td>
<td>TON</td>
<td>203</td>
<td>$610.00</td>
<td>$124,030.00</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Traffic Striping</td>
<td>LS</td>
<td>1</td>
<td>$20,345.00</td>
<td>$20,345.00</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>As-Built</td>
<td>LS</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>1&quot; Combination Air Valves per City Standard Plan 1415*</td>
<td>EA</td>
<td>3</td>
<td>$4,920.00</td>
<td>$14,760.00</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Vertical Offsets per City Standard Plan 1413B*</td>
<td>EA</td>
<td>3</td>
<td>$4,335.00</td>
<td>$13,005.00</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Labor Agreement Oversight</td>
<td>LS</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal $1,660,370.00

Asterisk Notes (Per Section 3-2 of Standard Specifications) - NOT part of Total Bid Calculation

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

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PlanBids, Inc.

23A-8
## Bid Results

<table>
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<th>Unit Price</th>
<th>Line Total</th>
<th>Comment</th>
</tr>
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<tbody>
<tr>
<td>18</td>
<td>†</td>
<td>EA</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Subtotal: $1,680,370.00

Total: $1,680,370.00
CITY OF SANTA ANA  
PROPOSAL  
PROJECT NO.: 15-6448  
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA  
FROM: Stephen Doreck Equipment Rentals, Inc.

REQUIREMENT:

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

<table>
<thead>
<tr>
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CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

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<tbody>
<tr>
<td>13</td>
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<td>$20,000</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

TOTAL BASE BID (Items 1-16) $1,660,370.00

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

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

† This bid item is considered a Specialty Item per Section 2-3.2 of the Standard Specifications.

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within one-hundred twenty (120) working days after the commencement date stated in the Notice to Proceed.

- 15 – Working Days for exploratory potholing and data gatherings
- 105 – Working Day for project construction

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be $2,500 per calendar day.

Name of Firm  Stephen Doreck Equipment Rentals, Inc.
Signature of BIDDER  Pablo Viramontes / Vice President

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

On ____________ before me, ______________ (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)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

BIDDER'S STATEMENT

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

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

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

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

Name of Firm

Stephen Doreck Equipment Rentals, Inc.

Signature of BIDDER

Pablo Viramontes / Vice President

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

On April 24, 2019 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]
The undersigned contractor, or corporate officer, declares under penalty of perjury that he/she and all his/her subcontractors are registered with the State of California Department of Industrial Relations (DIR), and that the following is true and correct.

Contractor’s Name: Stephen Doreck Equipment Rentals, Inc.

Business Address: 9075 Telegraph Road, Pico Rivera, CA 90660

Business E-Mail Address: pablo@doreckconstruction.com

Telephone: 562) 949-4949

State Contractor’s License No. and Class: 665471-A

License Expiration Date: 02/29/2020

State Dept. of Industrial Relations (DIR) Registration No.: 1000011335

State Dept. of Industrial Relations (DIR) Registration Expiration Date: 06/30/2019

Signed: [Signature]

Title: Pablo Viramontes / Vice President
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 April 24, 2019 before me, __________________________ (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 __________________________ (Seal)

Sylvia Sifuentes (Notary Public)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., as well as California Code of Regulations, Title 8, Section 16,000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The undersigned certifies that the foregoing is true and correct.

Name of Firm  Stephen Doreck Equipment Rentals, Inc.

Signature of BIDDER  

Title  Pablo Viramontes / Vice President

(if an individual, so state)
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 April 24, 2019 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/hers/their authorized capacity(s), 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)
Sylvia Sifuentes (Notary Public)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

OWNERSHIP AFFIDAVIT

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

Pablo Viramontes, being duly sworn, deposes and says:

☐ INDIVIDUAL. That he/she is the party making the foregoing proposal:

☐ PARTNERSHIP. That he/she is a member of the co-partnership firm designated as:

and who has been and is duly vested with the authority to make and execute instruments for the co-partnership by:

who constitute the other members of the co-partnership.

☐ CORPORATION. That he is of: Stephen Doreck Equipment Rentals, Inc.

Vice President

a corporation which is making the foregoing proposal:

☐ JOINT VENTURE. That he is of: 

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

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

Signature of Bidder

Subscribed and sworn to before me this 24th day of April 2019

Signature of officer Administering Oath (Notary Public)

Sylvia Sifuentes / Notary Public
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 24th day of April, 2019, by Pablo Viramontes, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature) Sylvia Sifuentes (Notary Public)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

BID BOND

KNOW ALL PRESENT that,
Stephen Doreck Equipment Rentals, Inc. , as BIDDER, and
North American Specialty Insurance Company , as SURETY,
are held and firmly bound unto the CITY OF SANTA ANA, as AGENCY, in the penal sum of __________ Dollars ($________), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this _______ day of ________, 2019.

BIDDER*

Stephen Doreck Equipment Rentals, Inc

Pablo Varamanna - Vice President

SURETY*

North American Specialty Insurance Company

Subscribed and sworn to before me __________, ________, 20____.

Signature: ________________________________

Notary Public in and for the County of ______________, State of ______________.

* Provide BIDDER/ SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.
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 April 24, 2019 before me, Sylvia Sifuentes (Notary Public)

(personal 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)
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 Orange

On 4/22/2019 before me, Melissa Ann Vaccaro, Notary Public (insert name and title of the officer)

personally appeared Arturo Ayala 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 Melissa Ann Vaccaro (Seal)
SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

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 OSTMAR, and FRANK MORONES

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
Steven F. 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
Mike A. Iss, 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.

State of Illinois
County of Cook

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. Iss, 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.

M. Kenny, Notary Public
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

LIST OF SUB-CONTRACTORS

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

- Streets, highways including bridge projects: ½% of the bid or $10,000, whichever is greater
- Buildings, parks, or other projects: ¼% of the bid

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>License #/Exp.</th>
<th>DIR Reg. #/Exp.</th>
<th>Location</th>
<th>Phone</th>
<th>Type Of Work</th>
<th>Amount $</th>
</tr>
</thead>
<tbody>
<tr>
<td>All American Asphalt</td>
<td>26707-3</td>
<td>100001051</td>
<td>400 E. 51st St. Long Beach</td>
<td>951-736-7600</td>
<td>Slurry Seal</td>
<td>175,619.00</td>
</tr>
<tr>
<td>Orange County Striping Service</td>
<td>34690-5</td>
<td>1000005547</td>
<td>83 N. Pixley, Orange, CA</td>
<td>714-639-4580</td>
<td>Striping</td>
<td>19,375.00</td>
</tr>
</tbody>
</table>

Signature of Bidder

Pablo Viramontes / Vice President
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

REFERENCES

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

1. CITY OF MANHATTAN BEACH 1400 Highland Avenue Manhattan Beach, CA

<table>
<thead>
<tr>
<th>Name and Address of Owner</th>
<th>Name and Telephone Number of person familiar with project.</th>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>EDWARD KAO (310) 802-5358</td>
<td>2,188,070.00 Water Main Replacement</td>
<td>7/2016</td>
<td>City of Alhambra 111 South First Street, Alhambra, CA 91801</td>
<td></td>
</tr>
</tbody>
</table>

2. CITY OF EL SEGUNDO - 350 MAIN STREET EL SEGUNDO, CA 90242

<table>
<thead>
<tr>
<th>Name and Address of owner.</th>
<th>Name and Telephone Number of person familiar with project.</th>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>DENNIS AHLEN (626) 570-3274</td>
<td>1,357,282.50 Replacement of 4&quot; and 14&quot; Watermains</td>
<td>7/2017</td>
<td>City of El Segundo - 350 Main Street El Segundo, CA 90242</td>
<td></td>
</tr>
</tbody>
</table>

3. NAME AND ADDRESS OF OWNER

<table>
<thead>
<tr>
<th>Name and Address of owner.</th>
<th>Name and Telephone Number of person familiar with project.</th>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIFAN XU (310) 524-2364</td>
<td>$495,400.21 Water Main Improvements</td>
<td>9/2014</td>
<td>CITY OF MANHATTAN BEACH 1400 Highland Avenue Manhattan Beach, CA</td>
<td></td>
</tr>
</tbody>
</table>

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

Commercial Surety Bond Agency 1411 N. Batavia Street Suite 201, Orange, CA 92867

<table>
<thead>
<tr>
<th>Name and Address of owner.</th>
<th>Name and Telephone Number of person familiar with project.</th>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>DANIEL HUCKABAY 714) 516-1232</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WRIGHT, FINNegan &amp; CARter Ins 22800 Savi Ranch Pkwy Suite # 202, Yorba Linda, CA 92887</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOHN CARTER 714) 283-1999</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

ADDITIONAL REFERENCES

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

1. City of Lomita 24300 Narbonne Ave., Lomita, CA 90717
   Name and Address of Owner.
   Tom Shabazi 310) 325-7110
   Name and Telephone Number of person familiar with project.
   1,699,398.00 Water Main Replacement
   Contract Amount Type of Work Date Completed
   7/2014

2. City of Paramount 16400 Colorado Street, Paramount, CA 90723
   Name and Address of owner.
   Christopher S. Cash 562) 220-2000
   Name and Telephone Number of person familiar with project.
   1,196,462.00 Small Main Replacement Project Phase I
   Contract Amount Type of Work Date Completed
   11/2013

3. City of Torrance 20500 Madrona Ave., Torrance, CA 90503
   Name and Address of owner.
   Emmanuel Martin 310) 618-3059
   Name and Telephone Number of person familiar with project.
   1,574,419.00 Ductile Iron Pipe
   Contract Amount Type of Work Date Completed
   12/2012

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

Commercial Surety Bond Agency 1411 N. Batavia Street Suite 201, Orange, CA 92867

Daniel Huckabay 714) 516-1232
Wright, Finnegan & Carter Ins 22800 Savi Ranch Pkwy Suite # 202, Yorba Linda, CA 92887
John Carter 714) 283-1999
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

NON-COLLUSION AFFIDAVIT

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

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

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

Signed

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24th day of April, 2019, by Pablo Viramontes, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature
Sylvia Sifuentes / Notary Public

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 Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24th day of April, 2019, 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)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

NON-DISCRIMINATION CERTIFICATE

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Execution Order 11246 of September 24, 1965; and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: ____________________________

Title: Pablo Viramontes / Vice President

Firm: Stephen Doreck Equipment Rentals, Inc.

Date: 04/24/2019
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 April 24, 2019 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(s), 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)

Sylvia Sifuentes (Notary Public)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

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

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

2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.

3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed: [Signature]

Title: Pablo Viramontes / Vice President

Firm: Stephen Doreck Equipment Rentals, Inc.

Date: 04/24/2019
ACKNOWLEDGMENT

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State of California
County of Los Angeles

On April 24, 2019 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/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]

Sylvia Sifuentes (Notary Public)

(Seal)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 15-6448
THORNTON PARK NEIGHBORHOOD WATER MAIN IMPROVEMENTS

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: Pablo Viramontes / Vice President

Firm: Stephen Doreck Equipment Rentals, Inc.

Date: 04/24/2019
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 [April 24, 2019], 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 did execute the same in his/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)

[Sylvia Sifuentes (Notary Public)]

23A-36
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the BIDDER shall complete, under penalty of perjury, the following 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 following space.
<table>
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<th>Effective Date</th>
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**Contractor Information**

**Legal Entity Information**

**Controlled Substance Information**

**Controlled Substance Number(s)**

**Controlled Substance Name**

**Controlled Substance Date**

**Controlled Substance Expiration Date**

**Controlled Substance Effective Date**

**Controlled Substance Number**

**Controlled Substance Type**

**Controlled Substance Description**

**Controlled Substance Date of Issue**

**Controlled Substance Expiration Date**

**Controlled Substance Effective Date**

**Controlled Substance Number**

**Controlled Substance Type**

**Controlled Substance Description**

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**Controlled Substance Type**

**Controlled Substance Description**

**Controlled Substance Date of Issue**

**Controlled Substance Expiration Date**

**Controlled Substance Effective Date**
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<th>Mailing Address</th>
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<tr>
<td>123456789</td>
<td>Company Ltd.</td>
<td><a href="mailto:info@company.com">info@company.com</a></td>
<td>123 Main St.</td>
<td>123 Main St.</td>
</tr>
<tr>
<td>321765497</td>
<td>Corp. Inc.</td>
<td><a href="mailto:sales@company.com">sales@company.com</a></td>
<td>234 Main St.</td>
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</table>

**Contactor Information**

**Department of Industrial Relations**

State of California

[www.dir.ca.gov](http://www.dir.ca.gov)

[www.dir.ca.gov](http://www.dir.ca.gov)
<table>
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<tr>
<th>License Number(s)</th>
<th>Legal Entity Name</th>
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<th>Company Name</th>
<th>Registration Number</th>
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<th>Registration Effective Date</th>
<th>Registration Expiration Date</th>
</tr>
</thead>
</table>
This CONSTRUCTION CONTRACT is made and entered into this 4th day of June, 2019 by and between the City of Santa Ana, California, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “CITY”), and Stephen Doreck Equipment Rentals, Inc. (hereinafter “CONTRACTOR”).

WITNESSETH:

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

1. CONTRACTOR agrees to perform all the work and furnish all the materials at its own cost and expense necessary to construct and complete in a good and workmanlike manner and to the satisfaction of the City Engineer of the CITY, the Thornton Park Neighborhood Water Main Improvements Project (hereinafter referred to as the “WORK OF IMPROVEMENT”) identified in and in accordance with the Contract Documents prepared by the City’s Public Works Agency and approved by the City Council.

2. The complete Construction Contract consists of the “Contract Documents” as defined by the Standard Specifications for Public Works Construction and which include the following:

- Notice Inviting Bids
- Information to Bidders
- Bid Proposal
- Bid Bond
- Contract Form
- Contract Bonds
- General Provisions
- Special Provisions
- Technical Provisions and Project Plans
- Community Workforce Agreement
- Appendices

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed One Million Six Hundred Sixty Thousand Three Hundred Seventy Dollars and No Cents ($1,660,370.00), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit “A.”

The BID PROPOSAL contains a schedule of unit price(s) or lump sum(s) based on approximate quantities only, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable.
4. CONTRACTOR agrees to complete the WORK OF IMPROVEMENT within the time specified in the Time for Completion of Improvements section of the BID PROPOSAL (Exhibit “A”) including commencing construction within the timeframe therein specified after issuance of a Notice to Proceed.

5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the WORK OF IMPROVEMENT a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work in accordance with applicable State and Federal law.

6. If applicable, the CONTRACTOR shall adhere to the CITY’S Community Workforce Agreement (CWA), a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for CONTRACTOR to follow in the crafts persons employed to complete the WORK OF IMPROVEMENT as more fully described in the CWA. The CWA may be found on the City’s website at:

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

7. CONTRACTOR shall, after award of this Contract, furnish two bonds to be approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the CITY.

8. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said Warranty Bond shall also be required as a condition of project acceptance. For projects up to Five Hundred Thousand Dollars ($500,000), the Warranty Bond amount shall be the greater of Ten Thousand Dollars ($10,000) or Twenty Percent (20%) of the final contract price. For projects above Five Hundred Thousand Dollars ($500,000), the Warranty Bond amount shall be the greater of One Hundred Thousand Dollars ($100,000) or Ten Percent (10%) of the final contract price.

9. CONTRACTOR shall, after award of this Contract, furnish Certificates of Liability Insurance and Worker’s Compensation Insurance as outlined in the General Provisions, to be approved by the CITY.

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

ATTEST: 

NORMA MITRE-RAMIREZ
Acting Clerk of the Council

CITY OF SANTA ANA

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

Stephen Doreck Equipment Rentals, Inc.

By: JOHN M. FUNK
Assistant City Attorney

NAME: 
TITLE: 

RECOMMENDED FOR APPROVAL:

FUAD SWEISS, PE, PLS
Executive Director
Public Works Agency
COST ANALYSIS

CONSTRUCTION OF PROJECT NO. 15-6448: THORNTON PARK WATER MAIN IMPROVEMENTS

<table>
<thead>
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<th>Item</th>
<th>Cost (USD)</th>
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<tr>
<td>Construction Contract</td>
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<td>Contract Administration</td>
<td>$120,000.00</td>
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<td>Inspection and Testing</td>
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EXHIBIT 4