REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE: JULY 2, 2019

TITLE:
APPROVE AN APPROPRIATION ADJUSTMENT AND AWARD A CONSTRUCTION CONTRACT TO FODDRILL CONSTRUCTION CORPORATION FOR NEW LIGHTING AT SIX PARKS
ESTIMATED DELIVERY COST: $724,000
(PROJECT NOS. 18-2683, 18-2684, 18-2685, 18-2686, 18-2687, 18-2689)
{STRATEGIC PLAN NO. 6, 1B; 1G}
Award a Construction Contract to Foddrill Construction Corporation  
New Lighting at Six Parks  
July 2, 2019  
Page 2

wooden lighting poles at these parks have deteriorated with age. Replacement is required for safety, modernization, and to update existing lighting to adequate levels at these parks.

The Scope of Work includes new light pole assemblies, foundations, electrical conduit, wiring, removal of deteriorated wooden light poles, and replacement with new concrete poles with energy efficient LED fixtures. Once completed, these improvements will enhance lighting levels and safety for these parks.

Public Outreach and Contractor Participation
To provide an opportunity for local vendors to submit bids, a Notice Inviting Bids was advertised in the Orange County Register newspaper on April 27 and May 4, 2019, and bids were received electronically via the City's web-based electronic bidding system, PlanetBids, on May 22, 2019. Through the PlanetBids online portal, vendors may register to receive notifications on all current and future City projects, as well as download contract documents, receive project updates, and submit bids electronically.

A total of 577 vendors, including 31 located in the City of Santa Ana, were notified of the project via PlanetBids. 56 vendors requested bidding documents and 6 bids were received; none from Santa Ana contractors.

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>Foddrill Construction Corporation</td>
<td>Chino</td>
<td>$579,378</td>
</tr>
<tr>
<td>2</td>
<td>California Professional Engineering, Inc.</td>
<td>La Puente</td>
<td>$670,265</td>
</tr>
<tr>
<td>3</td>
<td>VT Electric Inc.</td>
<td>Ontario</td>
<td>$757,907</td>
</tr>
<tr>
<td>4</td>
<td>International Line Builders, Inc.</td>
<td>Riverside</td>
<td>$764,840</td>
</tr>
<tr>
<td>5</td>
<td>M. Brey Electric, Inc.</td>
<td>Beaumont</td>
<td>$834,957</td>
</tr>
<tr>
<td>6</td>
<td>YAKAR</td>
<td>Covina</td>
<td>$875,750</td>
</tr>
</tbody>
</table>

All 6 bids received were deemed responsive. Foddrill Construction Corporation submitted the lowest responsive bid in the amount of $579,378 (Exhibit 2). Based on the bid analysis and a contractor's reference check, staff recommends awarding the construction contract to Foddrill Construction Corporation in the amount of $579,378 (Exhibit 3).
Award a Construction Contract to Foddrill Construction Corporation
New Lighting at Six Parks
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Project Delivery

To deliver a complete project, in addition to the construction contract awarded to the lowest responsible bidder, the estimated total construction delivery cost of the project includes construction administration, inspection and testing, along with an allowance for contingencies to account for unexpected or unforeseen conditions. Construction administration and inspection includes construction management; implementation of the City's Community Workforce Agreement requirements; inspection of the Contractor's work to ensure contract compliance, workmanship, and quality; and material testing. As summarized in the table below, the estimated total construction delivery cost of the project is $724,000.

| Construction Contract          | $579,378  |
| Construction Administration, Inspection and Testing | $86,906  |
| Contingencies                  | $57,716   |
| **ESTIMATED CONSTRUCTION DELIVERY COST** | **$724,000** |

Project funds will cover all staffing costs for delivery of this capital project. No additional or separate funding will be used.

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 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-2019-43 was filed for the project.

FISCAL IMPACT

Approval of the requested appropriation adjustment will increase the expenditure budget in the following funds for a total of $367,080:
- Residential Development District 1 fund $195,476 (account no. 31113260-66220); and
- Residential Development District 2 fund $171,604 ($90,604 in account no. 31213260-66220 and $81,000 in account no. 31213261-66220).

As indicated in the Cost Analysis (Exhibit 4), the estimated total construction delivery cost of the project is $724,000, which includes the construction contract, contract administration, inspection, testing, and project contingency. The following table summarizes the expenditure budget by account number and project number to deliver construction of this project:
Award a Construction Contract to Foddrill Construction Corporation
New Lighting at Six Parks
July 2, 2019
Page 4

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Accounting Unit – Account No. (Project No.)</th>
<th>Fund Description</th>
<th>Accounting Unit, Account No. Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2019-20</td>
<td>31113260-66220 (18-2683)</td>
<td>Acquisition &amp; Development Fund</td>
<td>A&amp;D District 1, Improvements Other Than Building</td>
<td>$140,934</td>
</tr>
<tr>
<td>July-June</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2019-20</td>
<td>31113260-66220 (18-2684)</td>
<td>Acquisition &amp; Development Fund</td>
<td>A&amp;D District 1, Improvements Other Than Building</td>
<td>$149,199</td>
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<tr>
<td>July-June</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>FY 2019-20</td>
<td>31113260-66220 (18-2685)</td>
<td>Acquisition &amp; Development Fund</td>
<td>A&amp;D District 1, Improvements Other Than Building</td>
<td>$101,773</td>
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<tr>
<td>July-June</td>
<td></td>
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<td></td>
<td></td>
</tr>
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<td>FY 2019-20</td>
<td>31213260-66220 (18-2686)</td>
<td>Acquisition &amp; Development Fund</td>
<td>A&amp;D District 2, Improvements Other Than Building</td>
<td>$56,051</td>
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<tr>
<td>July-June</td>
<td></td>
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<td></td>
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<tr>
<td>FY 2019-20</td>
<td>31213260-66220 (18-2687)</td>
<td>Acquisition &amp; Development Fund</td>
<td>A&amp;D District 2, Improvements Other Than Building</td>
<td>$98,421</td>
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<tr>
<td>July-June</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>FY 2019-20</td>
<td>31213260-66220 (18-2689)</td>
<td>Acquisition &amp; Development Fund</td>
<td>A&amp;D District 2, Improvements Other Than Building</td>
<td>$96,622</td>
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<tr>
<td>July-June</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>FY 2019-20</td>
<td>31213261-66220 (18-2689)</td>
<td>District 2 in Lieu</td>
<td>A&amp;D District 2, Improvements Other Than Building</td>
<td>$81,000</td>
</tr>
</tbody>
</table>

**Total** $724,000

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 & Management Services Agency

Lisa Rudloff
Executive Director
Parks, Recreation, and Community Services

FSS/EWG/TC/MO

Exhibits: 1. Location Map
          2. Bid proposal
          3. Construction Contract
          4. Cost Analysis
City of Santa Ana

New Lighting at 6 Parks (18-2683 thru 18-2689), bidding on May 22, 2019 2:00 PM (Pacific)

Bid Results

Bidder Details

Vendor Name: Foddrill Construction Corporation
Address: P.O. Box 828
Chino, CA 91708-0828
United States

Respondent: Oscar Sevilla
Respondent Title: Estimator/Project Manager
Phone: 909-591-4095 Ext.
Email: csevilla@foddrillconstruction.com
Vendor Type: License
License #: CA DIR

Bid Detail

Bid Format: Electronic
Submitted: May 22, 2019 1:40:34 PM (Pacific)
Delivery Method: Bid Responsive
Bid Status: Submitted
Confirmation #: 179030
Ranking: 0

Respondent Comment

Buyer Comment

Attachments

File Title: Foddrill General Forms
File Name: Foddrill_General Forms_Signed.pdf
File Type: General Forms

File Title: Foddrill Ownership Affidavit
File Name: Foddrill_Ownership Affidavit.pdf
File Type: Ownership Affidavit (Notary Public) - REQ Original Hard Copy Submittal In Addition

File Title: Foddrill Bid Bond
File Name: Foddrill_Bid Bond.pdf
File Type: Bid Bond Guaranty (Notary Public) - REQ Original Hard Copy Submittal In Addition

File Title: Foddrill Non-Collusion Affidavit
File Name: Foddrill_Non-Collusion Affidavit.pdf
File Type: Non-Collusion Affidavit (Notary Public) - REQ Original Hard Copy Submittal In Addition

Line Items

<table>
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<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 Items</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>NEW LIGHTING AT ANGELS PARK</td>
<td>LS</td>
<td>1</td>
<td>$38,368.37</td>
<td>$38,368.37</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>NEW LIGHTING AT CABRILLO PARK</td>
<td>LS</td>
<td>1</td>
<td>$70,263.64</td>
<td>$70,263.64</td>
<td></td>
</tr>
</tbody>
</table>

PlanetBids, Inc.

20A-7
### 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>NEW LIGHTING AT CHAVEZ PARK</td>
<td>LS</td>
<td>1</td>
<td>$72,945.62</td>
<td>$72,945.62</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>NEW LIGHTING AT PORTOLA PARK</td>
<td>LS</td>
<td>1</td>
<td>$133,803.92</td>
<td>$133,803.92</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>NEW LIGHTING AT RIVERVIEW PARK</td>
<td>LS</td>
<td>1</td>
<td>$110,888.75</td>
<td>$110,888.75</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>NEW LIGHTING AT ROSITA PARK</td>
<td>LS</td>
<td>1</td>
<td>$104,274.27</td>
<td>$104,274.27</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>ADDITIONAL LIGHT POLE*</td>
<td>EA</td>
<td>5</td>
<td>$3,316.02</td>
<td>$16,600.10</td>
<td></td>
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<tr>
<td>8</td>
<td>ADDITIONAL LIGHT POLE ASSEMBLY*</td>
<td>EA</td>
<td>5</td>
<td>$2,222.58</td>
<td>$11,112.80</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>ADDITIONAL WIRING*</td>
<td>LF</td>
<td>300</td>
<td>$16.10</td>
<td>$4,830.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>ADDITIONAL CONDUIT*</td>
<td>LF</td>
<td>300</td>
<td>$16.75</td>
<td>$4,725.00</td>
<td></td>
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<tr>
<td>11</td>
<td>AS-BUILT DRAWINGS</td>
<td>LS</td>
<td>1</td>
<td>$3,587.50</td>
<td>$3,587.50</td>
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<tr>
<td>12</td>
<td>LABOR AGREEMENT OVERSIGHT</td>
<td>LS</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal $579,378.17

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.

† = This bid item is considered a Specialty Item per Section 2-3.2 of the Standard Specifications.
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

BID PROPOSAL
TO: CITY COUNCIL OF THE CITY OF SANTA ANA
FROM: Foddrill Construction Corporation

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>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>1</td>
<td>LS</td>
<td>$36,368.37</td>
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</tr>
<tr>
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<td>NEW LIGHTING AT CABRILLO PARK</td>
<td>1</td>
<td>LS</td>
<td>$70,263.84</td>
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<td>11,112.80</td>
</tr>
<tr>
<td>9</td>
<td>ADDITIONAL WIRING*</td>
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<tr>
<td>10</td>
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<td>AS-BUILT DRAWINGS</td>
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<td>LS</td>
<td>$3587.50</td>
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<tr>
<td>12</td>
<td>LABOR AGREEMENT OVERSIGHT</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>10,000</td>
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</tbody>
</table>

TOTAL BASE BID $579,378.17
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

| TOTAL BASE BID | $ 579,378.17 |

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.

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

Name of Firm  Foddrell Construction Corporation
Signature of BIDDER

Title  Owner/CEO
(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.)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

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  Foddrill Construction Corporation
Signature of BIDDER
Title  Owner/CEO
(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.)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT

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

Contractor's Name: Foddrill Construction Corporation
Business Address: P.O. Box 826 Chino, CA 91708-0826
Business E-Mail Address: jeonora@foddrillconstruction or osevilla@foddrillconstruction.com
Telephone: (909) 591-4095
State Contractor’s License No. and Class: 946999, Class A and C-10
License Expiration Date: 05/31/2020
State Dept. of Industrial Relations (DIR) Registration No.: 1000025525
State Dept. of Industrial Relations (DIR) Registration Expiration Date: 06/30/2019
Signed: ____________________________
Title: Owner/CEO

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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  
Foddrill Construction Corp

Signature of BIDDER  
[Signature]

Title  
Owner/CEO
(if an individual, so state)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

LIST OF SUB-CONTRACTORS

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

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

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

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>Bithell, Inc</td>
<td>C-13 225174 exp 06/30/2020</td>
<td>1000001155 exp 06/30/2021</td>
<td>Covina, CA</td>
<td>(626) 331-2292</td>
<td>Apply Vitroce Anti-Graffiti</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>V&amp;E Tree Service</td>
<td>C-27, C61/D49 654506 exp 9/30/20</td>
<td>1000001936 exp 6/30/2019</td>
<td>Orange, CA</td>
<td>(714) 997-0903</td>
<td>Tree Pruning Service</td>
<td>$9,800.00</td>
</tr>
</tbody>
</table>

Signature of Bidder

Date: [Signature]
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

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. Ameron/NOV, 1020 B Street
   Name and Address of Owner.
   Deron Smith, (805) 524-0223 ext 353
   Name and Telephone Number of person familiar with project.
   $4,000,000.00 Streetlight maintenance and replacement 11/93 to present
   Contract Amount Type of Work Date Completed

2. City of Santa Ana
   Name and Address of owner.
   Michael Ortiz, (714) 647-5624
   Name and Telephone Number of person familiar with project.
   $720,499.33 Security Lighting at 8 Parks July 2017
   Contract Amount Type of Work Date Completed

3. City of Palmdale
   Name and Address of owner.
   Arista Hennessey, (661) 267-5458
   Name and Telephone Number of person familiar with project.
   $1,465,206.20 LED Conversion 06/2018-Present
   Contract Amount Type of Work Date Completed

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

Insurance & Surety, LLC, Agent Gabriel Hill, 4195 Chino Hills Parkway #403, Chino Hills, CA 91709
Lic. 0167797, (909) 703-9396 Cell
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

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 Rancho Cucamonga
   Name and Address of Owner.
   Fred Lyn, (909) 774-4035
   Name and Telephone Number of person familiar with project.
   $613,235.02 LED Conversion 01/2019
   Contract Amount Type of Work Date Completed

2. City of Yorba Linda
   Name and Address of owner.
   Armando Jaime, (714) 961-7170
   Name and Telephone Number of person familiar with project.
   $20,258.75 LED Conversion 11/2018
   Contract Amount Type of Work Date Completed

3. City of Corona
   Name and Address of owner.
   Tracy Martin, (951) 817-5880
   Name and Telephone Number of person familiar with project.
   $500,647.60 LED Conversion 01/2018
   Contract Amount Type of Work Date Completed

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

Insurance & Surety, LLC, Agent Gabriel Hill, 4195 Chino Hills Parkway #403, Chino Hills, CA 91709
Lic. 0167797, (909) 703-9396 Cell
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

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.
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

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: [Signature]
Title: Owner/CEO
Firm: Foddrill Construction Corporation
Date: 05/20/2019
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-2683 THRU 18-2689
NEW LIGHTING AT 6 PARKS

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: Owner/CEO
Firm: Foddrill Construction Corporation
Date: 05/20/2019
STRICTLY 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: [Signature]
Title: Owner/CEO
Firm: Foddrill Construction Corporation
Date: 05/20/2019
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 ______ X ______

If the answer is yes, explain the circumstances in the following space.
WORKERS’ COMPENSATION INSURANCE CERTIFICATION

As required by California Labor Code Section 1860 and 1861, the Contractor certifies as follows:

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

Signed: [Signature]

Title: Owner/CEO

Firm: Foddrill Construction Corporation

Date: 05/20/2019
CITY OF SANTA ANA
CONSTRUCTION CONTRACT
PROJECT 18-2683, 18-2684, 18-2685, 18-2686, 18-2687, AND 18-2689
NEW LIGHTING AT SIX PARKS PROJECT

This CONSTRUCTION CONTRACT is made and entered into this 2nd day of July, 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 Foddrill Construction Corporation (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 New Lighting at Six Parks 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 Five Hundred Seventy-Nine Thousand Three Hundred Seventy-Eight Dollars and Seventeen Cents ($579,378.17), 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:
Foddrill Construction Corporation

By: 

JOHN FUNK
Assistant City Attorney

NAME: 
TITLE:

RECOMMENDED FOR APPROVAL:

FUAD SWEISS, PE, PL S
Executive Director
Public Works Agency

20A-25
COST ANALYSIS

CONSTRUCTION OF PROJECT NO. 18-2683 THRU 18-2689: NEW LIGHTING AT SIX PARKS

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contract</td>
<td>$579,378.00</td>
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<tr>
<td>Contract Administration, Inspection and Testing</td>
<td>$86,906.00</td>
</tr>
<tr>
<td>Contingencies</td>
<td>$57,716.00</td>
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<tr>
<td><strong>TOTAL ESTIMATED CONSTRUCTION COSTS</strong></td>
<td><strong>$724,000.00</strong></td>
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</tbody>
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EXHIBIT 4