REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE: JULY 2, 2019

TITLE:
AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT IN THE AMOUNT OF $1,716,649 FOR THE LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19 PROJECT
ESTIMATED DELIVERY COST: $1,900,000 (PROJECT NO. 19-6942) {STRATEGIC PLAN NO. 6, 1B; 1C; 1G}

CITY MANAGER

RECOMMENDED ACTION

1. Award a construction contract to All American Asphalt, the lowest responsible bidder, in accordance with the base bid in the amount of $1,716,649, for construction of the Local Street Preventative Maintenance FY 2018-19 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 $1,900,000, which includes $1,716,649 for the construction contract, $115,351 for contract administration, inspection and testing, and a $68,000 project contingency (approximately 4% of the construction contract amount), paid with Measure M2 Local Fairshare funding.

DISCUSSION

The City's Pavement Management Program has been developed to identify the preventive maintenance requirements for the City's street network. The local street segments recommended for the Fiscal Year 2018-19 Local Street Preventative Maintenance Capital Improvement Project have been identified as high priorities for slurry seal (Exhibit 1). The recommended work consists of preparing the roadway by performing minor pavement repairs, including localized replacement of asphalt concrete pavement, followed by slurry seal resurfacing, crack seal, striping, and signage. The improvements also include replacement of damaged concrete curbs, gutters, sidewalks, and curb ramps. Once completed, these improvements will improve the City's overall pavement condition, enhance the visual appearance of the street, upgrade ride quality, and further comply with Americans with Disability Act standards.

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 May 8 and 15, 2019, and bids were received electronically via the City's web-based electronic bidding system, PlanetBids, on May 29, 2019. Through the PlanetBids online
Award Construction Contract to All American Asphalt  
Local Street Preventative Maintenance FY 2018/19 Project  
July 2, 2019  
Page 2

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 451 vendors, including 27 located in the City of Santa Ana, were notified of the project via PlanetBids. 25 vendors requested bidding documents and 4 bids were received, including 1 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>All American Asphalt</td>
<td>Corona</td>
<td>$1,716,649</td>
</tr>
<tr>
<td>2</td>
<td>Hardy &amp; Harper, Inc.</td>
<td>Santa Ana</td>
<td>$1,810,000</td>
</tr>
<tr>
<td>3</td>
<td>R.J. Noble Company</td>
<td>Orange</td>
<td>$1,942,225</td>
</tr>
<tr>
<td>4</td>
<td>Excel Paving Co</td>
<td>Long Beach</td>
<td>$1,995,985</td>
</tr>
</tbody>
</table>

All 4 bids received were deemed responsive. All American Asphalt submitted the lowest responsive bid in the amount of $1,716,649 (Exhibit 2). Based on the bid analysis and a contractor’s reference check, staff recommends awarding the construction contract to All American Asphalt in the amount bid (Exhibit 3).

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 indicated in the Cost Analysis (Exhibit 4) and as summarized in the table below, the estimated total construction delivery cost of the project is $1,900,000.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contract</td>
<td>$1,716,649</td>
</tr>
<tr>
<td>Construction Administration, Inspection, and Testing</td>
<td>$115,351</td>
</tr>
<tr>
<td>Contingencies</td>
<td>$68,000</td>
</tr>
<tr>
<td><strong>ESTIMATED CONSTRUCTION DELIVERY COST</strong></td>
<td><strong>$1,900,000</strong></td>
</tr>
</tbody>
</table>

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

**ENVIRONMENTAL IMPACT**

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review. Categorical Exemption Environmental Review No. ER-2018-105 was filed for the project.

**FISCAL IMPACT**

As indicated in the Cost Analysis (Exhibit 4), the estimated total construction delivery cost of the project is $1,900,000, which includes the construction contract, contract administration, inspection, testing, and project contingency. The following table summarizes the funds budgeted to deliver construction of this project:

<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>
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</thead>
<tbody>
<tr>
<td>FY 2019-20</td>
<td>03217662-56220 (19-6942)</td>
<td>Measure M-Street Construction Fund</td>
<td>Measure M2 Local Fairshare; Improvement Other Than Building</td>
<td>$1,900,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$1,900,000</td>
</tr>
</tbody>
</table>

All Funds are scheduled for expenditure in Fiscal Year 2019-20, and have been included in the FY 19-20 budget.

Exhibits: 1. Location Map  
2. Bid  
3. Construction Contract  
4. Cost Analysis

APPROVED AS TO FUNDS & ACCOUNTS:

Fuad S. Sveiss, PE, PLS  
Executive Director  
Public Works Agency  
EWG/TC/MO

Kathryn Downs, CPA  
Executive Director  
Finance and Management Services Agency
NEIGHBORHOODS:
21 - ARTESIA PILAR
40 - BELLA VISTA
46 - NEW HORIZONS
57 - CASA BONITA
92 - NON-NEIGHBORHOOD

SANTA ANA RIVER
SANTA ANA BLVD
WASHINGTON AVE
17TH ST
12TH ST
11TH ST
10TH ST
9TH ST
8TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
2ND ST
1ST ST

NEIGHBORHOODS:
21 - ARTESIA PILAR
40 - BELLA VISTA
46 - NEW HORIZONS
57 - CASA BONITA
92 - NON-NEIGHBORHOOD

PROJECT 19-6942
LOCAL STREETS PREVENTATIVE MAINTENANCE FY 2018/19

PWA
PUBLIC WORKS AGENCY

Exhibit 1

23A-5
City of Santa Ana

Local Street Preventative Maintenance FY 2018-19 (19-9942), bidding on May 29, 2019 2:00 PM (Pacific)

Bid Results

Bidder Details

Vendor Name: All American Asphalt
Address: 400 E. Sixth Street
Corona, CA 92878
United States

Responder: Maurice Ramirez
Responder Title: Project Manager
Phone: 951-736-7600 Ext. 242
Email: mramirez@allamericanaasphalt.com
Vendor Type: CADIR
License #: 267073
CA DIR

Bid Detail

Bid Format: Electronic
Submitted: May 29, 2019 1:36:34 PM (Pacific)
Delivery Method: Bid Responsive
Bid Status: Submitted
Confirmation #: 179993
Ranking: 0

Responder Comment

Buyer Comment

Attachments

File Title
Proposal General Forms
Ownership Affidavit

File Name
Online Santa Ana Proposal.pdf
Online Santa Ana Ownership Affidavit pdf

File Type
General Forms
Ownership Affidavit (Notary Public) - REQ Original Hard Copy Submittal In Addition

Bid Bond

File Name
Online Santa Ana Bond.pdf

File Type
Bid Bond Guaranty (Notary Public) - REQ Original Hard Copy Submittal In Addition

Non-Collusion

File Name
Online Santa Ana Non-Collusion.pdf

File Type
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>
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<tbody>
<tr>
<td>Base Bid Items</td>
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<tr>
<td>1</td>
<td>Unclassified Excavation*</td>
<td>CY</td>
<td>600</td>
<td>$187.00</td>
<td>$112,200.00</td>
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<tr>
<td>2</td>
<td>Cold Milling*</td>
<td>SF</td>
<td>228400</td>
<td>$3.30</td>
<td>$88,520.00</td>
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PlanetBids, Inc.

23A-7
### Bid Results

<table>
<thead>
<tr>
<th>Type</th>
<th>Item Code</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>3</td>
<td>Asphalt Concrete (AC Pavement)*</td>
<td>TN</td>
<td>250</td>
<td>$97.00</td>
<td>$242,500.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Construct 5&quot; PCC Pavement with (3-day) Cure Including Dowels*</td>
<td>CY</td>
<td>420</td>
<td>$395.00</td>
<td>$165,900.00</td>
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<tr>
<td>5</td>
<td>Rubberized Emulsion Aggregate Slurry (REAS) Type II</td>
<td>TN</td>
<td>1240</td>
<td>$699.00</td>
<td>$869,760.00</td>
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</tr>
<tr>
<td>6</td>
<td>Construct PCC Curb &amp; Gutter (A-2-8)*</td>
<td>LF</td>
<td>600</td>
<td>$30.00</td>
<td>$15,000.00</td>
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<tr>
<td>7</td>
<td>PCC Curb Ramp*</td>
<td>SF</td>
<td>3000</td>
<td>$6.70</td>
<td>$20,100.00</td>
<td></td>
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<tr>
<td>8</td>
<td>Construct PCC sidewalk (T=4&quot;)*</td>
<td>SF</td>
<td>1000</td>
<td>$5.30</td>
<td>$5,300.00</td>
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<tr>
<td>9</td>
<td>PCC Cross Gutter/Splash Pad with (3-day) Cure and Dowels*</td>
<td>SF</td>
<td>3000</td>
<td>$10.45</td>
<td>$31,350.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Root Shave*</td>
<td>EA</td>
<td>20</td>
<td>$430.00</td>
<td>$8,600.00</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Adjust Manhole Frame &amp; Cover to Finished Grade</td>
<td>EA</td>
<td>22</td>
<td>$580.00</td>
<td>$12,320.00</td>
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<tr>
<td>12</td>
<td>Adjust Water Valve Frame &amp; Cover to Finished Grade</td>
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<td>26</td>
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<tr>
<td>13</td>
<td>Crack Sealing</td>
<td>LS</td>
<td>1</td>
<td>$41,999.00</td>
<td>$41,999.00</td>
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</tr>
<tr>
<td>14</td>
<td>Protection of Surface Utility Frames and Covers</td>
<td>LS</td>
<td>1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
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<tr>
<td>15</td>
<td>Remove Existing Striping, Pavement Legends, and Markers</td>
<td>LS</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
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<tr>
<td>16</td>
<td>Furnish &amp; Install Traffic Loop Type D †</td>
<td>EA</td>
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<td>$3,600.00</td>
<td></td>
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<tr>
<td>17</td>
<td>Signing &amp; Striping</td>
<td>LS</td>
<td>1</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Project Advertisement Sign</td>
<td>LS</td>
<td>2</td>
<td>$750.00</td>
<td>$1,500.00</td>
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</table>
Bid Results

<table>
<thead>
<tr>
<th>Type</th>
<th>Item Code</th>
<th>UOM</th>
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<th>Unit Price</th>
<th>Line Total</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
<td>19</td>
<td>Labor Agreement Oversight</td>
<td>LS</td>
<td>1</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal</td>
<td>$1,716,649.00</td>
</tr>
</tbody>
</table>

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. 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.

<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>21</td>
<td></td>
<td>EA</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Type</th>
<th>Item Code</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Price</th>
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<td></td>
<td></td>
<td>Subtotal</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$1,716,649.00</td>
</tr>
</tbody>
</table>
May 20, 2019

ADDENDUM NO. ONE

SUBJECT:  PROJECT NO. 19-6942: Local Street Preventative Maintenance FY 2018-19

The following changes have been made to the subject project:

Specifications

1. Page 27 - 1.11 CRACK SEAL AND PATCHING, Add the following:

   "Contractor shall notify the Engineer immediately after crack seal has been made and shall obtain approval from the Engineer. Slurry seal shall not be applied without the approval of the crack seal."

2. APPENDIX H, Location Map and Striping Plans, Replace Appendix H with the attached entire set of Appendix H.

   All other terms and conditions remain the same.

FOR THE CITY OF SANTA ANA

Edwin "William" Galvez, P.E.
City Engineer
NOTES:

1. INSTALL DOUBLE YELLOW LINE PER CITY OF SANTA ANA STD. PLAN 11250-1 DETAIL "A".
2. INSTALL 12" LIMIT LINE (WHITE THERMOPLASTIC IF NOT SPECIFIED)
3. SEE CITY OF SANTA ANA PLAN NUMBER OR EXHIBIT ATTACHED.
4. INSTALL YELLOW CENTER LINE PER CITY OF SANTA ANA STD. PLAN 11226-2 DETAIL "B".
5. INSTALL LEGEND (WHITE THERMOPLASTIC IF NOT SPECIFIED)
6. INSTALL DOUBLE YELLOW RPM LINE PER CITY OF SANTA ANA STD. PLAN 11226 DETAIL "C".
7. INSTALL 12" CROSSWALK (WHITE THERMOPLASTIC IF NOT SPECIFIED)
8. INSTALL STOP BAR AND/OR STOP LEGEND, AS NEEDED.
NOTES:

- INSTALL DOUBLE YELLOW LINE PER CITY OF SANTA ANA STD. PLAN 11259-1 DETAIL "4".
- INSTALL 12" LIMIT LINE (WHITE THERMOPLASTIC IF NOT SPECIFIED).
- SEE CITY OF SANTA ANA PLAN NUMBER OR EXHIBIT ATTACHED.
- INSTALL YELLOW CENTER LINE PER CITY OF SANTA ANA STD. PLAN 11255-2 DETAIL "6".
- INSTALL LEGEND (WHITE THERMOPLASTIC IF NOT SPECIFIED).
- INSTALL DOUBLE YELLOW RPM LINE PER CITY OF SANTA ANA STD. PLAN 11250 DETAIL "5".
- INSTALL 32" CROSSWALK (WHITE THERMOPLASTIC IF NOT SPECIFIED).
- INSTALL STOP BAR AND/OR STOP LEGEND AS NEEDED.
NOTES:

- INSTALL DOUBLE YELLOW LINE PER CITY OF SANTA ANA STD. PLAN 1125B-1 DETAIL "A".
- INSTALL 12" LIMIT LINE (WHITE THERMOPLASTIC IF NOT SPECIFIED).
- SEE CITY OF SANTA ANA PLAN NUMBER OR EXHIBIT ATTACHED.
- INSTALL YELLOW CENTER LINE PER CITY OF SANTA ANA STD. PLAN 1125B-2 DETAIL "B".
- INSTALL LID (WHITE THERMOPLASTIC IF NOT SPECIFIED).
- INSTALL 12" CROSSWALK (WHITE THERMOPLASTIC IF NOT SPECIFIED).
- INSTALL STOP BAR AND/OR STOP LEGEND, AS NEEDED.

PROJECT 19-6942
LOCAL STREET PREVENTIVE MAINTENANCE
FY 2018-19

23A-14
CONSTRUCTION NOTES

1. Install roundabout striping and yellow PEXCO delineators with flexible surface mount using epoxy adhesive per detail A.
2. Install broken double yellow lines without RPM's as shown.
3. Remove existing stop legend and limit line and install yield legend and yield limit line as shown.
4. Install roundabout striping and yellow PEXCO delineators with flexible surface mount using epoxy adhesive per detail A.
5. Install white lane line with Type C RPM 6' apart and white chevron lines as shown 4' apart. Do not install RPM's inside red box.
6. Install white plastic bolt dots with reflectors 3' apart on center as shown using epoxy adhesive for concrete.
7. Install double yellow striping with Type D RPM 6' apart. Do not paint on brick/concrete crosswalk.
8. Remove existing steel post with signs and protect existing anchor post and sleeve. Install R1-2, custom sign per detail B and DM2-IV on new steel post.
9. Remove existing steel post with signs and sleeve. Install R1-2 and custom sign per detail B on new steel post.
10. Install custom sign per detail B on new steel post at beginning of bulb-out.
11. Install R1-2 sign on new steel post at BCR.
12. Install red curb as shown.

NOTE: Keep 4' "imaginary" crosswalk clear without striping or RPM as shown. Maintain 4' clearance on all signs. All traffic stripes/pavement markings shall be thermoplastic. Yield limit line shall be thermoplastic.
1. REMOVE EXISTING POST AND N-SAT SIGN

3. INSTALL 8' WIDE CHEVRON BULB OUT AS SHOWN AND IN COMPLIANCE WITH STANDARDS.

4. INSTALL WHITE LINE 8' FROM THE ROAD-WHITE LINE SHOULD STOP TO EXISTING RC

5. INSTALL BULB OUT AS SHOWN AND IN COMPLIANCE WITH STANDARDS.

6. INSTALL 50' LONG CENTER LINE IN COMPLIANCE WITH STANDARDS.
EXHIBIT D

KEY:
1. INSTALL R3-2 (No Left Turn) Sign on New Steel Post.
2. INSTALL WHITE TURN LANE LINE PER CITY OF SANTA ANA STD 1125B-1 #2.
3. INSTALL WHITE LANE DROP LINE WITHOUT ARROWS PER CITY OF SANTA ANA STD 1125B-1 #3.
4. INSTALL SPECIAL ORDER R25E SIGN TO READ (PASSENGER LOADING ONLY 7AM TO 4PM).
5. INSTALL YIELD LIMIT LINE AS SHOWN.
6. INSTALL DOUBLE YELLOW LINE PER CITY OF SANTA ANA STD PLAN 1125B-1 #4.
7. INSTALL BULB-OUT AS SHOWN.
8. INSTALL WHITE CURB AS SHOWN.
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: All American Asphalt

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>
<td>Unclassified Excavation*</td>
<td>600</td>
<td>CY</td>
<td>$187.00</td>
<td>$112,200.00</td>
</tr>
<tr>
<td>2</td>
<td>Cold Milling*</td>
<td>228,400</td>
<td>SF</td>
<td>$0.30</td>
<td>$68,520.00</td>
</tr>
<tr>
<td>3</td>
<td>Asphalt Concrete (AC Pavement)*</td>
<td>2,500</td>
<td>TN</td>
<td>$97.00</td>
<td>$242,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Construct 6&quot; PCC Pavement with (3-day) Cure including Dowels*</td>
<td>420</td>
<td>CY</td>
<td>$395.00</td>
<td>$165,900.00</td>
</tr>
<tr>
<td>5</td>
<td>Rubberized Emulsion Aggregate Slurry (REAS) Type II*</td>
<td>1,240</td>
<td>TN</td>
<td>$699.00</td>
<td>$866,760.00</td>
</tr>
<tr>
<td>6</td>
<td>Construct PCC Curb &amp; Gutter (A-2-6)*</td>
<td>500</td>
<td>LF</td>
<td>$30.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>7</td>
<td>PCC Curb Ramp*</td>
<td>3,000</td>
<td>SF</td>
<td>$9.70</td>
<td>$29,100.00</td>
</tr>
<tr>
<td>8</td>
<td>Construct PCC sidewalk (T=4&quot;)*</td>
<td>1,000</td>
<td>SF</td>
<td>$5.30</td>
<td>$5,300.00</td>
</tr>
<tr>
<td>9</td>
<td>PCC Cross Gutter/Splash Pad with (3-day) Cure and Dowels*</td>
<td>3,000</td>
<td>SF</td>
<td>$10.45</td>
<td>$31,350.00</td>
</tr>
<tr>
<td>10</td>
<td>Root Shave*</td>
<td>20</td>
<td>EA</td>
<td>$430.00</td>
<td>$8,600.00</td>
</tr>
<tr>
<td>11</td>
<td>Adjust Manhole Frame &amp; Cover to Finished Grade</td>
<td>22</td>
<td>EA</td>
<td>$560.00</td>
<td>$12,320.00</td>
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<tr>
<td>12</td>
<td>Adjust Water Valve Frame &amp; Cover to Finished Grade</td>
<td>25</td>
<td>EA</td>
<td>$460.00</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>13</td>
<td>Crack Sealing</td>
<td>1</td>
<td>LS</td>
<td>$41,999.00</td>
<td>$41,999.00</td>
</tr>
<tr>
<td>14</td>
<td>Protection of Surface Utility Frames and Covers</td>
<td>1</td>
<td>LS</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>
**CITY OF SANTA ANA**  
**PROPOSAL**  
**PROJECT NO.: 19-6942**  
**LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19**

<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>15</td>
<td>Remove Existing Striping, Pavement Legends, and Markers</td>
<td>1</td>
<td>LS</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
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<td>16</td>
<td>Furnish &amp; Install Traffic Loop Type D †</td>
<td>12</td>
<td>EA</td>
<td>$300.00</td>
<td>$3,600.00</td>
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<tr>
<td>17</td>
<td>Signing &amp; Striping</td>
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<td>LS</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
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<td>18</td>
<td>Project Advertisement Sign</td>
<td>2</td>
<td>LS</td>
<td>$750.00</td>
<td>$1,500.00</td>
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<tr>
<td>19</td>
<td>Labor Agreement Oversight</td>
<td>1</td>
<td>LS</td>
<td>$12,000</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** | **$1,716,649.00**

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, by October 31, 2019, or within SIXTY (60) 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 $3,750 per calendar day.

Name of Firm  
All American Asphalt

Signature of BIDDER  
[Signature]

Title  
Edward J. Carlson, 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.)

All American Asphalt, Corporation  
Mark Luer, President , Edward J. Carlson, Michael Farkas, Secretary
CITY OF SANTA ANA

PROPOSAL

PROJECT NO.: 19-6942

LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

BIDDER'S STATEMENT

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

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

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

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

Name of Firm  All American Asphalt

Signature of BIDDER  

Title  Edward J. Carlson, 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.)

All American Asphalt, Corporation

Mark Luer, President, Edward J. Carlson, Michael Farkas, Secretary
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

CONTRACTOR’S LICENSING AND REGISTRATION STATEMENT

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

Contractor’s Name: All American Asphalt

Business Address: 400 East Sixth Street, Corona, CA 92879

Business E-Mail Address: publicworks@allamericanasphalt.com

Telephone: 951-736-7600

State Contractor’s License No. and Class: 267073 A, C-12

License Expiration Date: 01/31/2020

State Dept. of Industrial Relations (DIR) Registration No.: 1000001051

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

Signed: __________________________

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

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

The undersigned certifies that the foregoing is true and correct.

Name of Firm       All American Asphalt

Signature of BIDDER

Title                Edward J. Carlson, Vice President

(if an individual, so state)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

OWNERSHIP AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF ORANGE
CITY OF SANTA ANA

Edward J. Carlson, Vice President, 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: All American Asphalt

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 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
Edward J. Carlson, Vice President
Subscribed and sworn to before me this 24th day of May 2019

*Please see attached*

Signature of officer Administering Oath (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 Riverside

Subscribed and sworn to (or affirmed) before me on this 24th day of May, 2019.

By (1) Edward J. Carlson

Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.

(1) Edward J. Carlson

Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.

Signature

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Ownership Affidavit

Document Date: None Number of Pages: 1

Signer(s) Other Than Named Above: None
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

BID BOND

KNOW ALL PRESENT that.

All American Asphalt, as BIDDER, and
Fidelity and Deposit Company of Maryland, as SURETY,
are held and firmly bound unto the CITY OF SANTA ANA, as AGENCY, in the penal sum of
Ten Percent of Total Amount Bid— (10% of Bid— ), 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 14th day of May, 2019.

BIDDER*
All American Asphalt - 400 East Sixth Street, Corona, CA 92879 - Phone (951) 736-7600

[Signature]

SURETY*
Fidelity and Deposit Company of Maryland - 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

[Signature]

**Please See Attached**

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.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT  CIVIL CODE § 1189

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

State of California

County of Riverside

On 05/24/2019 before me, Rebecca Angela Parra, Notary Public, personally appeared Edward J. Carlson

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

Optional
Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: 05/14/2019 Number of Pages: One (1)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Edward J. Carlson

X Corporate Officer — Title(s): Vice President

Signer is Representing: All American Asphalt
CALIFORNIA ALL-PURPOSE 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 05/14/2019 before me, Liliana Gomez, Notary Public

Date

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond
Document Date: 05/14/2019

Number of Pages: One

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

Signer's Name:

Corporate Officer — Title(s):
Partner — Limited or General
Individual or Attorney in Fact
Trustee or Guardian or Conservator
Other:

Signer Is Representing:
Fidelity and Deposit Company of Maryland

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect as of the date hereinto affixed, and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile or any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of May, 2019.

[Signature]
Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reports@zurichna.com
800-626-4577

23A-38
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, each a true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of January, A.D. 2019.

[Seals]

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 29th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution thereof, and being by me duly sworn, deposed and said that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signatures as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

23A-39
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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavement Rehab Company</td>
<td>Crack Seal</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>California Professional Engineering, Inc.</td>
<td>Traffic Loop</td>
<td>$3,588.00</td>
</tr>
<tr>
<td>Chrisp Company</td>
<td>Striping</td>
<td>$102,369.00</td>
</tr>
<tr>
<td>V&amp;E Tree Service</td>
<td>Root Shave</td>
<td>$8,500.00</td>
</tr>
</tbody>
</table>

Signature of Bidder  
Edward J. Carlson, Vice President
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. Town of Apple Valley  14955 Dale Evans Pkwy, Apple Valley, CA 92307
   Name and Address of Owner.
   Rich Berger  760-240-7000 Ext 7530
   Name and Telephone Number of person familiar with project.
   $849,142.00  Rehabilitation  11/2018
   Contract Amount  Type of Work  Date Completed

2. City of Laguna Niguel  30111 Crown Valley Parkway, Laguna Nigel, CA 92677
   Name and Address of owner.
   Frank Borges  949-632-4300
   Name and Telephone Number of person familiar with project.
   $2,211,700.00  Rehabilitation  11/2018
   Contract Amount  Type of Work  Date Completed

3. County of Riverside  2950 Washington Street, Riverside, CA 92504
   Name and Address of owner.
   Justin Robbins  951-955-8885
   Name and Telephone Number of person familiar with project.
   $1,662,671.20  Improvements  08/2017
   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.

Fidelity and Deposit Company of Maryland  213-270-0600
777 S. Figueroa St #3900, Los Angeles, CA 90017

Owen M. Brown Insurance Millennium Corporate Solutions  949-679-7116
5530 Trabuco Rd, Irvine, CA 92620

Edgewood Partners Insurance Center  909-919-7513
3633 Inland Empire Blvd., Suite 840, Ontario, CA 92620

CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19
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 Newport Beach    100 Civic Center Drive, Newport Beach, CA 92660
   Name and Address of Owner.
   Frank Tran       949-644-3340
   Name and Telephone Number of person familiar with project.
   $3,383,363.00       Improvement       12/2016
   Contract Amount       Type of Work       Date Completed

2. City of Perris    101 N. D Street, Perris, CA 92570
   Name and Address of owner.
   Brad Brophy        951-943-6504
   Name and Telephone Number of person familiar with project.
   $545,680.00        Improvement       07/2016
   Contract Amount       Type of Work       Date Completed

3. City of Palm Desert 73-510 Fred Waring Dr., Palm Desert, CA 92260
   Name and Address of owner.
   Mark Greenwood,    760-346-0611
   Name and Telephone Number of person familiar with project.
   $232,620.00       Improvement       12/2017
   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.

Fidelity and Deposit Company of Maryland        213-270-0600
777 S. Figueroa St #3900, Los Angeles, CA 90017
Owen M. Brown Insurance Millennium Corporate Solutions 949-679-7116
5530 Trabuco Rd, Irvine, CA 92620

Edgewood Partners Insurance Center        909-919-7513
3633 Inland Empire Blvd., Suite 640, Ontario, CA 92620
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

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 ____________________________
Edward J. Carlson, Vice President

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ____ day of May, 20__ by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

*Please See Attached*

Notary Public Signature ____________________________
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 Riverside

Subscribed and sworn to (or affirmed) before me on this 24th day of May, 2019.

By (1) Edward J. Carlson

Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me ( ) ( )

(2)

Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.

Signature

Signature of Notary Public

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: None Number of Pages: 1

Signer(s) Other Than Named Above: None
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: [Signature]

Title: Edward J. Carlson, Vice President

Firm: All American Asphalt

Date: 5/24/2009
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

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: Edward J. Carlson, Vice President
Firm: All American Asphalt
Date: 5/1/2015
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 19-6942
LOCAL STREET PREVENTATIVE MAINTENANCE FY 2018-19

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: [Signature]
Title: Edward J. Carlson, Vice President
Firm: All American Asphalt
Date: 5/10/2019
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.
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 All American Asphalt (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 Local Street Preventative Maintenance FY 2018-19 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 Seven Hundred Sixteen Thousand Six Hundred Forty-Nine Dollars and No Cents ($1,764,649.00), 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:

All American Asphalt

By: JOHN FUNK
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

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


<table>
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<th>Description</th>
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<tr>
<td>Construction Contract</td>
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<td><strong>TOTAL ESTIMATED CONSTRUCTION COSTS</strong></td>
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EXHIBIT 4

23A-55