

**CITY OF SANTA ANA  
CONSTRUCTION CONTRACT**

**EXHIBIT 3**

PROJECT 15-2645  
SANTIAGO PARK – GAS HOUSE AREA DEVELOPMENT

This CONSTRUCTION CONTRACT is made and entered into this 2<sup>nd</sup> day of March, 2021 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 Nationwide Contracting Services, Inc. (dba. Nationwide General Construction Services) (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 Santiago Park – Gas House Area Development Project (hereinafter referred to as the “WORK OF IMPROVEMENT”) identified in and in accordance with the Contract Documents prepared by the City’s Public Works Agency and approved by the City Council.
2. The complete Construction Contract consists of the “Contract Documents” as defined by the Standard Specifications for Public Works Construction and which include the following:
  - Notice Inviting Bids
  - Information to Bidders
  - Bid Proposal
  - Bid Bond
  - Contract Form
  - Contract Bonds
  - General Provisions
  - Special Provisions
  - Technical Provisions and Project Plans
  - Community Workforce Agreement
  - Appendices

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed Two Million One Hundred Forty-Three Thousand Four Hundred Eighteen Dollars and Sixty Cents (\$2,143,418.60), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit “A.”

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

4. CONTRACTOR agrees to complete the WORK OF IMPROVEMENT within the time specified in the Time for Completion of Improvements section of the BID PROPOSAL (Exhibit "A") including commencing construction within the timeframe therein specified after issuance of a Notice to Proceed.
5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the WORK OF IMPROVEMENT a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work in accordance with applicable State and Federal law.
6. If applicable, the CONTRACTOR shall adhere to the CITY'S Community Workforce Agreement (CWA), a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for CONTRACTOR to follow in the crafts persons employed to complete the WORK OF IMPROVEMENT as more fully described in the CWA. The CWA may be found on the City's website at:  
<http://www.santa-ana.org/pwa/documents/CWA.pdf>
7. CONTRACTOR shall, after award of this Contract, furnish two bonds to be approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
8. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said Warranty Bond shall also be required as a condition of project acceptance. For projects up to Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of Ten Thousand Dollars (\$10,000) or Twenty Percent (20%) of the final contract price. For projects above Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of One Hundred Thousand Dollars (\$100,000) or Ten Percent (10%) of the final contract price.
9. CONTRACTOR shall, after award of this Contract, furnish Certificates of Liability Insurance and Worker's Compensation Insurance as outlined in the General Provisions, to be approved by the CITY.
10. INDEMNIFICATION.  
To the fullest extent allowed by law, CONTRACTOR and its Subcontractors hereby agree to defend, indemnify, and hold harmless CITY, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to CITY, from and against any liability, claims, actions, costs, damages or losses, including reasonable costs and attorney's fees, for injury, including death to any person or damage to any property, arising directly or indirectly from, or in any manner relating to, any of the following:
  - (i) Performance or nonperformance of the Work of Improvement by CONTRACTOR or its Subcontractors of any lower tier;
  - (ii) Performance or nonperformance by CONTRACTOR or its Subcontractors of any lower tier, of any of the obligations under the Contract Documents;



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

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

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONTRACTOR:**  
Nationwide General Construction Services

By: John M. Funk  
JOHN FUNK  
Assistant City Attorney

Eli Nader  
NAME: ELIE NADER  
TITLE: PRESIDENT.

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
NABIL SABA, PE  
Executive Director  
Public Works Agency

## EXHIBIT A

## Bid Results

## Bidder Details

**Vendor Name** Nationwide Contracting Services, inc  
**Address** 10725 ellis ave, unit i  
fountain valley, California 92708  
United States  
**Respondee** Luicci Nader  
**Respondee Title** Vice President  
**Phone** 949-500-0894  
**Email** bids@nationwidegcs.com  
**Vendor Type**  
**License #** 1031246  
**CADIR**

## Bid Detail

**Bid Format** Electronic  
**Submitted** 12/16/2020 1:34 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 237847  
**Ranking** 0

## Respondee Comment

## Buyer Comment

## Bond

eBond Contract ID

## Attachments

File Title	File Name	File Type
Bid upload.pdf	Bid upload.pdf	General Attachments
doc00990620201216141048.pdf	doc00990620201216141048.pdf	General Attachments
Bond	doc00990720201216141431.pdf	General Attachments
doc00990620201216141048.pdf	doc00990620201216141048.pdf	General Attachments

## Line Items

Item #	Item Description	UOM	QTY	Unit Price	Line Total	Comment
<b>Base Bid Items</b>					<b>\$2,128,418.60</b>	
1	Clearing and Grubbing	LS	1	\$48,000.00	\$48,000.00	
2	Site Demolition	LS	1	\$120,000.00	\$120,000.00	
3	Unclassified Excavation*	CY	4800	\$60.00	\$288,000.00	
4	Grading	LS	1	\$120,000.00	\$120,000.00	
5	New Water Service	LS	1	\$120,000.00	\$120,000.00	
6	Electrical Service & Lighting	LS	1	\$216,000.00	\$216,000.00	
7	Site Drainage	LS	1	\$96,000.00	\$96,000.00	
8	Restroom Building Improvements	LS	1	\$90,000.00	\$90,000.00	
9	Gas House Building Improvements	LS	1	\$90,000.00	\$90,000.00	
10	Double Swing Tube Steel Gates	EA	2	\$10,800.00	\$21,600.00	
11	Tube Steel Fencing*	LF	170	\$504.00	\$85,680.00	
12	4" Concrete Flatwork*	LF	2945	\$16.80	\$49,476.00	
13	6" Concrete Flatwork*	SF	9360	\$19.20	\$179,712.00	
14	Decomposed Granite Paving with Integral Binder*	SF	4830	\$1.92	\$9,273.60	
15	Shovel Cut Edge*	LF	3200	\$1.80	\$5,760.00	
16	Concrete Header*	LF	1295	\$48.00	\$62,160.00	
17	Park Entry Gateway	LS	1	\$30,000.00	\$30,000.00	
18	Stair Case "A"	LS	1	\$13,200.00	\$13,200.00	
19	Outdoor Performance Area	LS	1	\$60,000.00	\$60,000.00	
20	Bollards	EA	3	\$600.00	\$1,800.00	
21	Rock Cobble Edging*	LF	320	\$60.00	\$19,200.00	
22	Stacked Rock Walls	LS	1	\$48,000.00	\$48,000.00	
23	Boulder Placement	EA	26	\$120.00	\$3,120.00	
24	Benches	EA	14	\$1,200.00	\$16,800.00	

25	Picnic Tables	EA	21	\$1,440.00	\$30,240.00
26	Concrete Group BBQ	EA	2	\$840.00	\$1,680.00
27	Concrete Service Table - 96"	EA	1	\$2,400.00	\$2,400.00
28	Concrete Service Table - 72"	EA	2	\$1,680.00	\$3,360.00
29	Concrete End Table	EA	4	\$1,800.00	\$7,200.00
30	Litter Receptacle	EA	26	\$360.00	\$9,360.00
31	Hot Coals Receptacle	EA	3	\$600.00	\$1,800.00
32	Drinking Fountain	EA	2	\$2,400.00	\$4,800.00
33	Soil Preparation & Fine Grading*	SF	54500	\$0.26	\$14,170.00
34	Mulch	CY	219	\$86.40	\$18,921.60
35	24" Box Tree	EA	26	\$337.20	\$8,767.20
36	15 Gallon Tree	EA	106	\$136.80	\$14,500.80
37	5 Gallon Shrub*	EA	530	\$26.40	\$13,992.00
38	1 Gallon Shrub*	EA	920	\$8.64	\$7,948.80
39	Turf*	SF	17105	\$0.92	\$15,736.60
40	Irrigation System	LS	1	\$150,000.00	\$150,000.00
41	6-Month Landscape & Irrigation Maintenance Period	LS	1	\$5,760.00	\$5,760.00
42	SWPPP	LS	1	\$24,000.00	\$24,000.00
Addendum 01					
43	Project Signs	LS	1	\$15,000.00	\$15,000.00
Total					\$2,143,418.60

**CITY OF SANTA ANA**  
**SPECIFICATIONS**  
PROJECT NO.: 15-2645  
SANTIAGO PARK – GAS HOUSE AREA DEVELOPMENT

\* 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 \$1,777 per calendar day.

Name of Firm Nationwide Contracting Services, Inc. DBA Nationwide General Construction Services

Signature of BIDDER



Title 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.)