

**CITY OF SANTA ANA**  
**CONSTRUCTION CONTRACT AGREEMENT**  
**PROJECT NO.: 20-2729**  
**STANDARD – MCFADDEN PARK**

This CONSTRUCTION CONTRACT is made and entered into this 19<sup>th</sup> day of September, 2023 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 Legion Contractor’s, Inc. (hereinafter “CONTRACTOR”).

**WITNESSETH:**

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

1. CONTRACTOR agrees to perform all the work and furnish all the materials at its own cost and expense necessary to construct and complete in a good and workmanlike manner and to the satisfaction of the City Engineer of the CITY, the Standard – McFadden Park 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 Three Million Three Hundred Sixty-Six Thousand Six Hundred Twenty-Five Dollars and Fifty-Four Cents (\$3,366,625.54), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit “A,” and in accordance with Section 2-7.1 of the Greenbook: Standard Specifications for Public Works Construction.

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.

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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;

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- (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 Indemnitee.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Construction Contract. With respect to any conflict between such federal requirements and the terms of this Construction Contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

*[signature page to follow]*

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

**ATTEST:**

**CITY OF SANTA ANA**


\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

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

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONTRACTOR:**  
Legion Contractor's, Inc.

By:   
\_\_\_\_\_  
JOSE MONTOYA  
Assistant City Attorney

  
\_\_\_\_\_  
NAME: AMIR MOVAFEGH  
TITLE: President

RECOMMENDED FOR APPROVAL:

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

**CITY OF SANTA ANA**  
**PROPOSAL**  
PROJECT NO.: 20-2729  
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Exhibit A

Bid Proposal

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: Legion Contractors, Inc.

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**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:

Item	Description	Qty	Unit	Unit Price	Amount
1	Mobilization (no more than 5% of total bid)	1	LS	\$ 160,000	\$ 160,000
2	Clear and Grub	1	LS	\$ 86,000	\$ 86,000
3	Construction Signage	1	LS	\$ 5,000	\$ 5,000
4	Unclassified Excavation	885	CY	\$ 125	\$ 110,625
5	Remove and Dispose of Artificial Turf Soccer Field	9,350	SF	\$ 3.50	\$ 32,725
6	Remove and Dispose of Existing Chain Link Fence	102	LF	\$ 130	\$ 13,260
7	Remove and Dispose of Existing Bollards	50	EA	\$ 100	\$ 5,000
8	Remove and Dispose of Existing Trees and Tree Roots	1	EA	\$ 4,500	\$ 4,500
9	Remove and Dispose of Existing Water Service and Box to existing Corp Stop & Cap	2	EA	\$ 5,000	\$ 10,000
10	Remove and Dispose of Existing Backflow Preventer and Lateral & Cap at Main	1	EA	\$ 10,000	\$ 10,000
11	6" PCC Curb	250	LF	\$ 75	\$ 18,750
12	Rolling Gate	2	EA	\$ 12,500	\$ 25,000
13	Rubber Surfacing	2,725	SF	\$ 27	\$ 73,575

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Item	Description	Qty	Unit	Unit Price	Amount
14	6" Wide 0" Concrete Curb	1,036	LF	\$ 65	\$ 67,340
15	Concrete Block Wall	780	SF	\$ 50	\$ 39,000
16	CMU Block Wall w/ W.I. Fence	189	LF	\$ 489	\$ 92,421
17	8" Thick PCC Pavement	7,920	SF	\$ 24	\$ 190,080
18	8" Thick PCC Basketball Court	3,520	SF	\$ 25	\$ 88,000
19	4" Thick PCC Sidewalk	2,940	SF	\$ 20	\$ 58,800
20	Stabilized Decomposed Granite Material	1,963	SF	\$ 10	\$ 19,630
21	Site Fence and Pedestrian Swing Gate and Arch	401	LF	\$ 310	\$ 124,310
22	Park Sign at Site Fence	1	EA	\$ 11,000	\$ 11,000
23	Concrete Bridge within Park	3	EA	\$ 15,000	\$ 45,000
24	Concrete Bridge at Bus Stop	1	EA	\$ 18,000	\$ 18,000
25	Regulatory Signage - Park	3	EA	\$ 4,000	\$ 12,000
26	Rock Cobble Swale	12	TN	\$ 1,800	\$ 21,600
27	Shade Sail Structure	1	LS	\$ 205,000	\$ 205,000
28	Basketball Court Pole, Backboard, Net	1	LS	\$ 29,000	\$ 29,000
29	Basketball Court Marking and Striping	1	LS	\$ 19,000	\$ 19,000
30	Play Equipment	1	LS	\$ 125,000	\$ 125,000
31	Fitness Equipment	1	LS	\$ 52,000	\$ 52,000
32	Skate Park	1	LS	\$ 390,000	\$ 390,000
33	Park Lights and Lighting System	1	LS	\$ 405,000	\$ 405,000
34	Modular Wetland System (MWS-L-4-5'-11"-V)	1	EA	\$ 65,000	\$ 65,000

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Item	Description	Qty	Unit	Unit Price	Amount
35	Modular Wetland System (MWS-L-4-5'-8"-V)	1	EA	\$ 65,000	\$ 65,000
36	12"x12" Grated Inlet with Geotextile Fabric	2	EA	\$ 3,000	\$ 6,000
37	12"x12" Grated Inlet with Flogard Insert Filter	8	EA	\$ 4,000	\$ 32,000
38	18"x18" Grated Inlet with Flogard Insert Filter	1	EA	\$ 5,000	\$ 5,000
39	3" SDR-35 PVC Storm Drain	28	LF	\$ 60	\$ 1,680
40	6" SDR-35 PVC Storm Drain	530	LF	\$ 85	\$ 45,050
41	12" SDR-35 PVC Storm Drain with catch basin tie-in	63	LF	\$ 105	\$ 6,615
42	3/4" SCH 40 Water Line	165	LF	\$ 60	\$ 9,900
43	3/4" Ball Valve	2	EA	\$ 2,000	\$ 4,000
44	Planting - Trees (24" Box)	39	EA	\$ 750	\$ 29,250
45	Planting Area - Shrubs and Ground Cover	9,786	SF	\$ 5	\$ 48,930
46	Soil Preparation and Amendment	13,766	SF	\$ 1.19	\$ 16,381.54
47	3" Thick Wood Mulch	91	CY	\$ 100	\$ 9,100
48	Marathon Turf	3,980	SF	\$ 3	\$ 11,940
49	Irrigation System	13,766	SF	\$ 10.50	\$ 144,543
50	90 Calendar Days Landscape and Irrigation Maintenance	1	EA	\$ 5,000	\$ 5,000
51	6' Bench	5	EA	\$ 3,500	\$ 17,500
52	Bike Rack	4	EA	\$ 450	\$ 1,800
53	Trash Receptacle	4	EA	\$ 700	\$ 2,800
54	Dining Table and Chairs Set	3	EA	\$ 4,500	\$ 13,500
55	Drinking Fountain	2	EA	\$ 8,000	\$ 16,000

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<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
56	Construction Permit	1	LS	\$10,000	\$ 10,000
57	Landscape Boulder	17	EA	\$ 1,400	\$ 23,800
58	Project Advertisement Sign	1	LS	\$ 4,500	\$ 4,500
59	3D Learning Elements	3	EA	\$ 3,000	\$ 9,000
60	6" Wide Concrete Mow Curb at Rubber Surfacing	179	LF	\$ 150	\$ 26,850
61	PCC Alley Driveway and Apron	1	EA	\$ 25,000	\$ 25,000
62	Goalpher Soccer Goal	1	EA	\$ 20,000	\$ 20,000
63	36" Diameter Detention Basin Pipe	118	LF	\$ 150	\$ 17,700
64	1" Domestic Water Service	1	EA	\$ 3,500	\$ 3,500
65	2" Irrigation Water Service	1	EA	\$ 3,500	\$ 3,500
66	2" Reduced Pressure Backflow Devices (RPBD)	1	EA	\$ 5,500	\$ 5,500
67	8" PCC Curb and Gutter	15	LF	\$ 250	\$ 3,750
68	12" Atrium Grate	4	EA	\$ 2,500	\$ 10,000
69	4" Rolled Curb	22	LF	\$ 160	\$ 3,520
70	24" Wide AC Pavement Trench Pavement	42	LF	\$ 200	\$ 8,400
71	Security Camera System	1	LS	\$ 68,000	\$ 68,000



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Item	Description	Qty	Unit	Unit Price	Amount
<b>TOTAL BASE BID</b>		\$ 3,366,625.54			

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).

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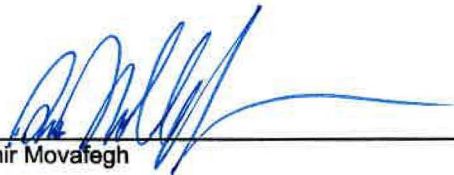
**TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES**

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within 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 \$4,400.00 per calendar day.

Name of Firm Legion Contractors, Inc. - Corporation

Signature of BIDDER

  
Amir Movafegh

Title President, Secretary, Treasurer and Manager

(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.)