

**CITY OF SANTA ANA
CONSTRUCTION CONTRACT**

EXHIBIT 4

PROJECT 17-9001, 18-6911, 20-6958, 21-6451, & 19-6940
SOUTH MAIN STREET CORRIDOR IMPROVEMENTS

This CONSTRUCTION CONTRACT is made and entered into this 19th day of January, 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 C.S. Legacy Construction, 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 South Main Street Corridor Improvements Project (hereinafter referred to as the "WORK OF IMPROVEMENT") identified in and in accordance with the Contract Documents prepared by the City's Public Works Agency and approved by the City Council.
2. The complete Construction Contract consists of the "Contract Documents" as defined by the Standard Specifications for Public Works Construction and which include the following:
 - Notice Inviting Bids
 - Information to Bidders
 - Bid Proposal
 - Bid Bond
 - Contract Form
 - Contract Bonds
 - General Provisions
 - Special Provisions
 - Technical Provisions and Project Plans
 - Community Workforce Agreement
 - Appendices

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed Twelve Million Seven Hundred Fifty-Nine Thousand Six Hundred Ninety-Five Dollars and Twenty Cents (\$12,759,695.20), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit "A", line items 1-103, and 105-106.

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:
C.S. Legacy Construction, Inc.

By: John M. Funk
JOHN FUNK
Assistant City Attorney


NAME: GREGG STRUMPF
TITLE: PRESIDENT

RECOMMENDED FOR APPROVAL:

NABIL SABA, PE
Executive Director
Public Works Agency

Bid Results

Bidder Details

Vendor Name	C.S. Legacy Construction, Inc.
Address	5781 Schaefer Ave Chino, CA 91710 United States
Respondee	Gregg Strumpf
Respondee Title	President
Phone	909-590-2626 Ext. 1
Email	gregg@cslegacy.net
Vendor Type	CADIR
License #	826870
CA DIR	

Bid Detail

Bid Format	Electronic
Submitted	November 4, 2020 1:49:45 PM (Pacific)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	233377
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Proposal	Bid Packet.pdf	General Forms
Ownership Affidavit	Ownership Affidavit.pdf	Ownership Affidavit (Notary Public) - REQ Original Hard Copy Submittal in Addition
Bid Bond Guaranty	Bid Bond (2).pdf	Bid Bond Guaranty (Notary Public) - REQ Original Hard Copy Submittal in Addition
Non-Collusion Affidavit	Non-Collusion Affidavit.pdf	Non-Collusion Affidavit (Notary Public) - REQ Original Hard Copy Submittal in Addition

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Base Bid Items						
1	Remove Tree	EA	2	\$1,857.30	\$3,714.60	
2	Remove Fire Hydrant Assembly and Service	EA	12	\$2,321.62	\$27,859.44	
3	Remove and Salvage Trash Receptacle	EA	5	\$78.24	\$391.20	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
4	Remove and Salvage Bench	EA	3	\$65.20	\$195.60	
5	Remove Block Wall/Planter	LF	40	\$35.52	\$1,420.80	
6	Remove Water Meter and Appurtenances	EA	1	\$122.48	\$122.48	
7	Remove Existing Sewer	LF	2300	\$19.73	\$45,379.00	
8	Remove Existing Sewer Manhole	EA	19	\$2,089.46	\$39,699.74	
9	Abandon Existing Sewer Manhole	EA	5	\$3,424.39	\$17,121.95	
10	Unclassified Excavation	CY	7370	\$47.90	\$353,023.00	
11	Cold Mill (2")	SF	334300	\$0.21	\$70,203.00	
12	HMA Pavement	TON	5200	\$113.30	\$589,160.00	
13	ARHM Overlay	TON	5100	\$102.15	\$520,965.00	
14	REAS Type II Slurry Seal	TON	290	\$833.64	\$241,755.60	
15	Aggregate Base	TON	50	\$103.92	\$5,196.00	
16	Colored PCC Sidewalk (4" Thick)	SF	28000	\$6.83	\$191,240.00	
17	PCC Sidewalk (4" Thick)	SF	2900	\$6.92	\$20,068.00	
18	PCC Pavement (6" Thick)	CY	330	\$464.55	\$153,301.50	
19	Colored Concrete Pavement (6" Thick)	CY	40	\$590.17	\$23,606.80	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	Scored Color Concrete Pavement (6" Thick)	CY	60	\$573.57	\$34,414.20	
21	Pattern Stamped Concrete Median (4" Thick)	SF	1300	\$9.05	\$11,765.00	
22	Curb Ramp including Detectable Warning Surface	EA	81	\$2,771.30	\$224,475.30	
23	PCC Curb and Gutter (Type A-2-8)	LF	2760	\$33.71	\$93,039.60	
24	PCC Curb (Type A-2-8 with no Gutter)	LF	1280	\$29.07	\$37,209.60	
25	PCC Curb (Type B-1-10")	LF	2300	\$27.94	\$64,262.00	
26	PCC Curb (Type B-3)	LF	30	\$36.55	\$1,096.50	
27	PCC Cross Gutter	SF	7650	\$18.73	\$143,284.50	
28	PCC Driveway	SF	2000	\$9.99	\$19,980.00	
29	PCC Bus Pad	SF	2000	\$16.18	\$32,360.00	
30	PCC Pavement (10" Thick)	CY	100	\$493.56	\$49,356.00	
31	Scored Color Concrete Pavement (10" Thick)	CY	1100	\$478.47	\$526,317.00	
32	Caltrans Std Plan A88B Type A Passageway	EA	2	\$4,347.04	\$8,694.08	
33	Detectable Warning Surface	EA	5	\$586.95	\$2,934.75	
34	Metal Hand Railing	LF	20	\$232.16	\$4,643.20	
35	Furnish and Install Water Valve Cans and Cover	EA	82	\$1,349.09	\$110,625.38	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
36	Adjust Storm Drain/Sewer Manhole to Grade	EA	32	\$909.07	\$29,090.24	
37	Adjust Street Light Pullbox to Grade	EA	24	\$126.53	\$3,036.72	
38	Adjust Traffic Signal Pullbox to Grade	EA	65	\$116.08	\$7,545.20	
39	Adjust Existing Water Meter to Grade	EA	33	\$102.34	\$3,377.22	
40	Adjust Existing Sewer Clean out to Grade	EA	1	\$742.91	\$742.91	
41	Adjust Existing Surveying Monument Well to Grade	EA	5	\$812.57	\$4,062.85	
42	Adjust Fire Alarm Pullbox to Grade	EA	3	\$464.33	\$1,392.99	
43	Construct Monument Sign	EA	1	\$44,110.81	\$44,110.81	
44	Construct Local Depression	SF	230	\$11.90	\$2,737.00	
45	Install Fire Hydrant Assembly and Service	EA	12	\$12,160.70	\$145,928.40	
46	Install Water Meter Box, Water Meter and Valve	EA	8	\$7,109.10	\$56,872.80	
47	Construct Parkway Culvert Type B	EA	21	\$1,501.30	\$31,527.30	
48	Construct Parkway Drain	EA	6	\$7,661.35	\$45,968.10	
49	Relocate Existing Water Valve	EA	1	\$559.29	\$559.29	
50	Relocate Traffic Signal Pullbox	EA	2	\$1,174.74	\$2,349.48	
51	DELETED ITEM PER ADDENDUM 4	0	0	0	0	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
52	Construct PCC Sidewalk w/ thickened 12" Depth Edge	SF	240	\$11.40	\$2,736.00	
53	Construct Thickened Modified Curb and Gutter	LF	329	\$33.15	\$10,906.35	
54	Install 30 MIL Impermeable PVC Liner	SQYD	510	\$9.97	\$5,084.70	
55	Gravel or Rock Material	CY	65	\$124.14	\$8,069.10	
56	Pea Gravel	CY	20	\$170.94	\$3,418.80	
57	Bioretention Media	CY	100	\$111.24	\$11,124.00	
58	Install Biofiltration Device: Filtera FT0812	EA	1	\$64,358.22	\$64,358.22	
59	Install Biofiltration Device: Filtera FT0519	EA	1	\$81,982.97	\$81,982.97	
60	Install Biofiltration Device: Filtera FT0720	EA	1	\$57,195.14	\$57,195.14	
61	Install 6" PVC Pipe	LF	70	\$49.81	\$3,486.70	
62	Sewer Manhole	EA	19	\$4,000.15	\$76,002.85	
63	Sewer Drop Manhole	EA	2	\$15,670.94	\$31,341.88	
64	6" PVC SDR 26 Sewer Main	LF	40	\$452.72	\$18,108.80	
65	8" PVC SDR 26 Sewer Main	LF	700	\$365.66	\$255,962.00	
66	10" PVC SDR 26 Sewer Main	LF	2930	\$307.61	\$901,297.30	
67	12" PVC SDR 26 Sewer Main	LF	50	\$452.72	\$22,636.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
68	10" HDPE Sewer Main	LF	300	\$441.11	\$132,333.00	
69	4" PVC SDR 26 Sewer Lateral (Including Cleanout, Connection to Existing Lateral, and Wye at Proposed Main)	EA	140	\$7,313.11	\$1,023,835.40	
70	6" PVC SDR 26 Sewer Lateral (Including Cleanout, Connection to Existing Lateral, and Wye at Proposed Main)	EA	1	\$8,125.67	\$8,125.67	
71	Signing and Striping	LS	1	\$95,186.48	\$95,186.48	
72	SWPP/NPDES/Erosion Control	LS	1	\$6,488.70	\$6,488.70	
73	Construction Information Signs	EA	6	\$1,022.33	\$6,133.98	
74	Traffic Signal Modification at Main St & St. Andrew Pl	LS	1	\$164,405.61	\$164,405.61	
75	Traffic Signal Modification at Main St & Pomona St	LS	1	\$51,789.56	\$51,789.56	
76	Traffic Signal Modification at Main St & Chestnut Ave	LS	1	\$169,072.07	\$169,072.07	
77	Video Detection System at Main St & St. Andrew Pl	LS	1	\$38,295.14	\$38,295.14	
78	Video Detection System at Main St & Chestnut Ave	LS	1	\$38,295.14	\$38,295.14	
79	Install 2" PVC Conduit Per Plan	LF	440	\$20.53	\$9,033.20	
80	Install 4" PVC Conduit Per Plan	LF	570	\$75.82	\$43,217.40	
81	Install No.6 Vandal Resistant Pull Box	EA	29	\$662.82	\$19,221.78	
82	Pothole Traffic Signal Pole Location for Utility Conflicts	EA	15	\$927.49	\$13,912.35	
83	Temporary Overhead Wiring at Main St & St. Andrew Pl	LS	1	\$20,373.39	\$20,373.39	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
84	Temporary Overhead Wiring at Main St & Chestnut Ave	LS	1	\$20,373.39	\$20,373.39	
85	Install Loop Detector	EA	276	\$409.77	\$113,096.52	
86	Landscape	LS	1	\$133,493.22	\$133,493.22	
87	Trees	EA	71	\$568.80	\$40,384.80	
88	Irrigation	LS	1	\$167,737.14	\$167,737.14	
89	Landscape Maintenacne - 90 Days Plant Establishment	LS	1	\$3,830.67	\$3,830.67	
90	Gateway Monuments Repair	LS	1	\$75,452.69	\$75,452.69	
91	Trash Receptacle Type WP2-2000-DF	EA	4	\$1,934.51	\$7,738.04	
92	Trash Receptable Type HL2-2000-DF	EA	13	\$1,390.38	\$18,074.94	
93	Bench Type SR1-2025-DF	EA	4	\$3,151.73	\$12,606.92	
94	Bench Type FS1-2001-DF	EA	13	\$2,696.82	\$35,058.66	
95	Street Lighting - Base Bid	LS	1	\$891,937.87	\$891,937.87	
96	UPRR Permit/Right of Entry	LS	1	\$11,608.10	\$11,608.10	
97	UPRR Daily Flagging Service	EA	5	\$5,804.05	\$29,020.25	
98	Clearing and Grubbing	LS	1	\$16,809.01	\$16,809.01	
				Subtotal	\$9,018,834.03	
BID ALTERNATIVES 1 THRU 8 - NOT PART OF BASE BID TOTAL						

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
99	Street Lighting - Bid Alternative One (Edinger to Chestnut)	LS	1	\$1,797,572.14	\$1,797,572.14	
100	Street Lighting - Bid Alternative Two (Warner to St. Andrew)	LS	1	\$798,936.04	\$798,936.04	
101	Furnish and Install String Lighting and Lighting Support Pole	EA	47	\$15,650.05	\$735,552.35	
102	Install Decorative Traffic Sign Post	EA	44	\$4,718.70	\$207,622.80	
103	Paint Traffic Signal Pole and Push Button Pole	LS	1	\$20,693.77	\$20,693.77	
104	Install Decorative Traffic Signal Poles	LS	1	\$391,536.78	\$391,536.78	
105	Furnish and Install Bus Shelter Unit (12' Non AD Sunset Shelter)	EA	17	\$9,842.84	\$167,328.28	
106	Remove Existing Bus Shelter and Relocate to New Location	EA	17	\$773.87	\$13,155.79	
Subtotal					\$ 3,740,861.17	
Asterisk Notes (Per Section 3-2 of Standard Specifications) - NOT part of Base Bid Total Calculation						
107	* = 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.	ea	0	0	0	
108	† = This bid item is considered a Specialty Item per Section 2-3.2 of the Standard Specifications.	ea	0	0	0	
Subtotal					0	
Total					\$ 12,759,695.20	