

Bee Canyon Greenery Composting Operation Project MA-299-2001100**CONTRACT**

This Contract is made and entered into the ____ day of _____, 20____, by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“COUNTY”), and Sukut Construction, LLC (“CONTRACTOR”).

COUNTY and CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS

Contract Documents, which together comprise the complete agreement between COUNTY and CONTRACTOR, consist of the following: the Bid; this Agreement; the General Conditions; Supplementary General Conditions; the Non-collusion Declaration; Special Provisions; Addenda and Bulletins; Attachments; Appendices; Plans; Standard Plans; Standard Specifications; all Reference Specifications mentioned in any Contract Documents; and all modifications and amendments to the foregoing issued after the date of execution of the Agreement, including Amendments and Change Orders. The Contract Documents also include the Faithful Performance Bond and the Labor and Material Payment Bond unless such bonds are expressly not required for this Project by the Supplementary General Conditions or Special Provisions. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. SCOPE OF WORK

CONTRACTOR shall perform all work as required by, and in strict accordance with, the Contract Documents (the “Project”), which consists of construction of a greenery for the processing of compost. The work will involve demolition and clearing, excavation and stockpile of soil, unclassified fill and refuse excavation. There will be installation of a lined stormwater basin, installation of asphalt concrete and crushed miscellaneous base, and the installation of miscellaneous civil and drainage improvements. There will be procurement and installation of a reclaimed water and fire water system including pumps, pipe, tank farm, j-stand, hydrants and miscellaneous appurtenances. Compliance with erosion control requirements outlined in the Industrial Activities SWPPP, and the Construction General Permit SWPPP.

3. CONTRACT PRICE AND TIME**3.1. CONTRACT PRICE**

COUNTY shall pay CONTRACTOR for all work required by the Contract Documents the Contract Price of **Five million, eight-hundred seventy-seven thousand, three-hundred sixty-six dollars (\$5,877,366)**, as it may be adjusted pursuant to the “CHANGES” Section of the General Conditions, and in accordance with the “PAYMENTS” Section of the General Conditions.

C025043

Bee Canyon Greenery Composting Operation Project MA-299-2001100**3.2. CONTRACT TIME**

Within 10 calendar days of the Board of Supervisors' award of the Contract, CONTRACTOR shall submit to COUNTY for its review: acceptable bonds; proof of insurance; initial job progress schedule; and any additional documentation required prior to execution of this Contract by the Contract Documents, Supplementary General Conditions or Special Provisions. If COUNTY rejects the submitted documents, CONTRACTOR will have 5 additional calendar days to resubmit. If CONTRACTOR fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If CONTRACTOR fails to submit acceptable documents by the second submission, COUNTY may, at its sole discretion, proceed to award the Contract to the next lowest responsive, responsible bidder or reduce the Contract Time by the number of days between COUNTY's rejection of the second submission and COUNTY's approval of the documents.

Upon COUNTY's approval of the bonds, insurance, initial job progress schedule, and any other required submitted documents, COUNTY will deliver to CONTRACTOR a signed copy of the Agreement and a Notice to Proceed with the work. CONTRACTOR shall not commence construction until COUNTY issues the Notice to Proceed. CONTRACTOR shall complete all work required by the Contract Documents within **100 calendar days** of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes **14 weather days** of anticipated weather days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the "DELAYS DUE TO WEATHER AND FORCE MAJEURE" Section of the General Conditions.

4. LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to COUNTY the sum of \$ **2,000.00** per day ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract Documents is delayed beyond the Contract Time, as may be adjusted by Change Order. COUNTY may deduct such sum from any payments due or to become due to CONTRACTOR. If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to CONTRACTOR, then CONTRACTOR shall immediately pay COUNTY the difference.

5. CONTRACTOR SHALL PERFORM (51% PERCENT) OR MORE OF THE WORK

CONTRACTOR shall be capable of performing, and shall perform with its own organization, work amounting to at least 51% percent of the Base Bid Amount. However, any Bid Item designated as a Specialty Bid Item will be excluded from the Base Bid Amount for purposes of this Section only.

6. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR hereby certifies that it complies with all applicable laws and regulations regarding the eligibility of its employees to work in the United States, and that all of its employees performing work under this Contract meet all citizenship or immigration status requirements to do so. CONTRACTOR shall obtain all documentation necessary to verify the employment eligibility status of covered employees as described by U.S. Citizenship and Immigration Services Form I-9.

Bee Canyon Greenery Composting Operation Project MA-299-2001100

CONTRACTOR shall retain such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless the COUNTY, its agents, officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

7. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION

CONTRACTOR, by executing this Agreement, hereby certifies:

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

8. PARTIES' REPRESENTATIVES**8.1. COUNTY'S REPRESENTATIVES**

8.1.1. OC Waste & Recycling: The Project is under the general direction of COUNTY's Board of Supervisors. The Board of Supervisors authorizes the Director of OC Waste & Recycling to be COUNTY's representative in connection with the Project.

8.1.2. COUNTY'S Project Manager: The Project Manager shall be Kevin Hanson, unless the Director of OC Waste & Recycling (Director) or his signee designates in writing an alternate person who will act as COUNTY's representative during construction of the Project. Unless otherwise expressly stated in the Contract Documents, the Project Manager will issue and receive all written communications on behalf of COUNTY for the Project. The Project Manager shall also coordinate any communications to or from COUNTY's Architect-Engineer ("A/E") in connection with the Project. The Project Manager shall manage the routine responsibilities of COUNTY, but is not authorized to make decisions for COUNTY that materially affect this Contract or create additional legal liabilities for COUNTY.

8.2. COUNTY'S REPRESENTATIVE'S AUTHORITY

The Director has the final authority in all matters affecting the work. COUNTY has the authority to enforce CONTRACTOR's compliance with the Contract Documents. COUNTY's decision is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress, or sequence of work; and interpretation of the Contract Documents. All labor, materials, tools, equipment furnished by CONTRACTOR and all work performed by CONTRACTOR shall be subject to COUNTY's approval.

8.3. CONTRACTOR'S REPRESENTATIVES

8.3.1. Representative and Alternate: Before starting work, CONTRACTOR shall designate in writing a representative who shall have complete authority to act for it. CONTRACTOR may also designate an alternate representative with complete authority to act for it. COUNTY may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless CONTRACTOR identifies to COUNTY in writing the officer(s) or employee(s) with such authority. The representative or alternate shall be present

Bee Canyon Greenery Composting Operation Project MA-299-2001100

at the work site whenever work is in progress or whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. Any order or communication given to this representative shall be deemed delivered to CONTRACTOR. A joint venture shall designate only one representative and alternate. In the absence of CONTRACTOR's representative, instructions or directions may be given by COUNTY to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to CONTRACTOR or its representative. CONTRACTOR's representative and alternate must be able to read, write, and speak English fluently.

- 8.3.2. Superintendent: Before starting work, CONTRACTOR shall submit to COUNTY for its review and approval the name of the superintendent who will be employed full-time by CONTRACTOR and be present on site at all times while work is being performed. CONTRACTOR's superintendent must be well-qualified, and at COUNTY's request CONTRACTOR shall provide documents or information to establish the superintendent's qualifications. CONTRACTOR's superintendent shall represent CONTRACTOR in the absence of CONTRACTOR's designated representative or alternate, and all directions given to the superintendent shall be binding as if given to CONTRACTOR. CONTRACTOR's representative or alternate designated in accordance with the preceding paragraph also may serve as CONTRACTOR's superintendent, provided that COUNTY approves the selection of the superintendent. The superintendent must read, write, and speak English fluently. COUNTY may require CONTRACTOR to replace a superintendent whose conduct or performance is unsatisfactory. CONTRACTOR shall not change its superintendent without COUNTY's consent unless the superintendent is unsatisfactory to CONTRACTOR or ceases to be in CONTRACTOR's employ. If CONTRACTOR's superintendent leaves the Project, CONTRACTOR shall replace him or her within 24 hours with a new, well-qualified superintendent acceptable to COUNTY.
- 8.3.3. Alternate Supervision Plan: For Projects on which the original Contract Price is \$50,000 or less, CONTRACTOR may propose for COUNTY's consideration a plan for providing supervision on the site that does not involve the presence of a full-time superintendent, representative, or alternate, as required by the preceding paragraphs. Any such plan must ensure that CONTRACTOR's supervision of the work is adequate and effective for purposes of completing the work timely and in compliance with the Contract Documents. COUNTY may approve or reject CONTRACTOR's proposed plan in its sole and absolute discretion.
- 8.3.4. Emergency Contacts: CONTRACTOR shall provide COUNTY with a list of names and telephone numbers at which CONTRACTOR's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

9. SIGNATURE REQUIREMENTS

The Agreement must be signed by officer(s) authorized to bind CONTRACTOR. If documentation demonstrating express authority is not provided, then the Agreement must be signed by those officers with apparent authority to bind CONTRACTOR. If CONTRACTOR is a corporation, such signatures must comply with Corporations Code Section 313, as follows:

- 1) One signature by the chairman of the board, the president, or any vice president; and

Bee Canyon Greenery Composting Operation Project MA-299-2001100

- 2) One signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

10. ENTIRE AGREEMENT

The Contract Documents represent the entire and integrated agreement between COUNTY and CONTRACTOR and supersede all prior representations, statements, or agreements concerning the subject matter of this Contract, whether verbal or written.

11. BID SCHEDULE

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	Unit Price	Amount
1.1	Bonds and Insurance	1	LS	40,000	\$40,000
1.2	Mobilization	1	LS	520,000	\$520,000
1.3	Construction Support	1	LS	25,000	\$25,000
1.4	Project Survey	1	LS	25,000	\$25,000
1	Clearing, Grubbing and Demolition	1	LS	7,500	\$7,500
2	Excavation to Stockpile	638,500	CY	1.95	\$1,245,075
3	Unclassified Fill	9,580	CY	2	\$19,160
4	Refuse Relocation (Storm Water Basin)	500	CY	10.15	\$5,075
5	Stormwater Basin Subgrade Prep	73,745	SF	.20	\$14,749
6	60 mil HDPE Liner (double sided textured) per 1/C-501	73,745	SF	1	\$73,745
7	GCL per 1/C-501	73,745	SF	1	\$73,745
8	Anchor Trench per 3/C-501	1,002	LF	17	\$17,034
9	12 oz/sy Geotextile per 1/C-501	24,501	SF	.50	\$12,250.50
10	24" Thick Protective Cover Soil per 1/C-501	21,041	SF	.50	\$10,520.50
11	18" Thick Protective Cover Soil per 1/C-501	3,460	SF	.60	\$2,076
12	6" Thick CMB per 1/C-501	3,460	SF	.55	\$1,903
13	V-Ditch D=12" per 2/C-501	1,400	LF	25	\$35,000
14	Ribbon Gutter per 5/C--501	845	LF	70	\$59,150
15	Rip-Rap Pad per 7/C-501	200	SF	52	\$10,400

Bee Canyon Greenery Composting Operation Project MA-299-2001100

16	Concrete Apron	67	SF	25	\$1,675
17	10" Solid HDPE SDR 9 Pipe per 5/C-503	1,760	LF	50	\$88,000
18	6" Solid HDPE SDR 17 Pipe per 5/C-503	330	LF	35	\$11,550
19	10" Solid HDPE SDR 9 Pipe Above Ground	2,750	LF	35	\$96,250
20	12" Solid HDPE SDR 11 Pipe per 5/C-503	3,515	LF	60	\$210,900
21	Asphalt Sawcutting and Replacement	206	LF	8	\$1,648
22	Post Indicator Valve per 5/C-502	3	EA	6,800	\$20,400
23	Fire Hydrant per 4/C-502	8	EA	15,000	\$120,000
24	Bollard per 6/C-501	48	EA	325	\$15,600
25	Fire Hydrant Signage per 3/C-502	8	EA	130	\$1,040
26	Air Release Valve per 4/C-504	1	EA	2,600	\$2,600
27	Fill Stand per 2/C-503	1	EA	6,500	\$6,500
28	Construct 4" AC over 6"AB	784,000	SF	2.35	\$1,842,400
29	Pump Station per 4/C-503	1	LS	100,000	\$100,000
30	Premises Identification Sign per 1/C-504	3	EA	350	\$1,050
31	Channel Transition	2	EA	1,200	\$2,400
32	"Fire Lane - No Parking" Sign per 2/C-504	8	EA	165	\$1,320
33	Join Existing 6" HDPE Pipe	1	EA	2,200	\$2,200
34	Tank Farm per 1/C-505	1	LS	325,000	\$325,000
35	Tank Farm Concrete Foundation	2,500	SF	40	\$100,000
36	Tank Farm Subgrade Prep and Asphalt Grinding Pad Per 1/C-505	1,750	SF	7	\$12,250
37	Fiber Rolls	36,000	LF	2.10	\$75,600
38	Silt Fence	5,350	LF	1.30	\$6,955
39	Bench Crossing Per 3/C-506	1	EA	2,700	\$2,700
40	Splash Wall Per 2/C-502	5	LF	90	\$450

Bee Canyon Greenery Composting Operation Project MA-299-2001100

41	V-Ditch D=18" per 2/C-501	83	LF	35	\$2,905
42	Flared Inlet with Sandbag Headwall	1	EA	2,300	\$2,300
43	18" Dual Wall HDPE Smooth Interior Pipe per 5/C-503	885	LF	58	\$51,330
44	Soil Stabilizer	523,000	SF	.04	\$20,920
45	Perimeter Berm per 4/C-501 Type A and B	690	LF	12	\$8,280
46	Perimeter Berm per 4/C-501 Type C	660	LF	11	\$7,260
47	Existing Pump Station Bypass	1	LS	3,500	\$3,500
48	Solar Powered Tank Controls	1	LS	50,000	\$50,000
49	Electrical	1	LS	190,000	\$190,000
50	Excavation to Landfill Operations Cover Stockpile	100,000	CY	2.95	\$295,000
Total					\$5,877,366

Bee Canyon Greenery Composting Operation Project MA-299-2001100

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

SUKUT CONSTRUCTION, LLC
a state of California Limited Liability Company

Date: 1/23/2020

By Eddie Juarez

Eddie Juarez / Vice President

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 1/23/2020

By Paul kuliev

Paul kuliev / Chief Financial officer

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By _____

Print Name _____

Title _____

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

By: Mark Sanchez

Print Name Mark Sanchez

SUKUT CONSTRUCTION, LLC

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
ELECTION OF OFFICERS**

A meeting of the Board of Directors of Sukut Construction, LLC (the "Company") was held at 4010 West Chandler Avenue, in the City of Santa Ana, State of California, on September 6, 2016 at 9:00 a.m.

Present at the meeting were Don Barnes, Mike Crawford, Dave Grattan, Mike Ortiz, Steve Yurosek, Mike Zanaboni and Paul Kuliev, constituting the full membership of the Board. Mike Crawford acted as the Chairperson and Paul Kuliev acted as the Secretary of the meeting.

The Board approved the ability of the below officers to sign contracts on the Company's behalf. This approval is effective immediately and their individual ability to bind the Company to such contracts shall remain in effect until such time as respective successors are chosen by the Board.

Mike Crawford	President and CEO
Dave Grattan	Vice President
Mike Greenlee	Vice President - Chief Estimator
Eddie Juarez	Vice President
Paul Kuliev	Chief Financial Officer and Company Secretary
Eric Mauldin	Vice President
Steve Yurosek	Vice President
Mike Zanaboni	Vice President - Operations

Votes being duly cast by all directors, the Chairman announced that the aforementioned individuals had been unanimously elected to the office indicated next to their names to assume the duties and responsibilities as established in the By-Laws.

Dated: September 6, 2016



Paul Kuliev
Company Secretary

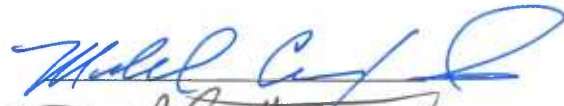







SUKUT CONSTRUCTION, LLC

DIRECTORS RESOLUTION AUTHORIZING OFFICERS AS SIGNATORIES TO CONSTRUCTION CONTRACTS

RESOLVED, that the individuals listed below are authorized and empowered to enter into construction contracts for and on behalf of this Company.

RESOLVED FURTHER, that all contracts for the performance of work shall be valid and binding on the Company only when signed by the individuals listed below.

RESOLVED FURTHER, that the individuals listed below are elected, qualified and acting officers of the Company, holding on the date set forth herein the title indicated next to their name.

Mike Crawford	President and CEO	
Dave Grattan	Vice President	
Mike Greenlee	Vice President - Chief Estimator	
Eddie Juarez	Vice President	
Paul Kuliev	CFO & Company Secretary	
Eric Mauldin	Vice President	
Steve Yurosek	Vice President	
Mike Zanaboni	Vice President - Operations	

Dated: September 6, 2016


Paul Kuliev
Company Secretary