

*County of Orange, OC Public Works  
Carport Equipment Covers Project*

MA-299-20010858

## CARPORT EQUIPMENT COVERS PROJECT

This Agreement is made and entered into the 24 day of FEBRUARY, 2020, by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("COUNTY"), and **United Carports 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 engineered drawings for permitting, layout, fabrication, erection, welding, footings and all other work necessary for installation of seven carport equipment covers of various sizes anchored in accordance with acceptable engineering practices.

### 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 **eighty-eight thousand, nine hundred fifty dollars (\$88,950.00)**, 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.

#### 3.2. CONTRACT TIME

Within 10 calendar days of the 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 five 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

*County of Orange, OC Public Works  
Carport Equipment Covers Project*

*MA-299-20010858*

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 **120** calendar days of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes 0 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 **\$500** 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 (25%) OR MORE OF THE WORK**

CONTRACTOR shall be capable of performing, and shall perform with its own organization, work amounting to at least 25% 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. RESERVED**

#### **7. 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. 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.

#### **8. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION**

CONTRACTOR, by executing this Agreement, hereby certifies:

*County of Orange, OC Public Works  
Carport Equipment Covers Project*

MA-299-20010858

"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."

## **9. PARTIES' REPRESENTATIVES**

### **9.1. COUNTY'S REPRESENTATIVES**

9.1.1. OC Waste & Recycling ("OCWR"). The Project is under the general direction of COUNTY's Board of Supervisors. The Board of Supervisors authorizes OC Waste & Recycling to be COUNTY's representative in connection with the Project.

9.1.2. COUNTY's Project Manager: The Project Manager shall be John Powers, unless OC Public Works Director 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.

### **9.2. COUNTY'S AUTHORITY**

COUNTY 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.

### **9.3. CONTRACTOR'S REPRESENTATIVES**

9.3.1. 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 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.

9.3.2. 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

*County of Orange, OC Public Works  
Carport Equipment Covers Project*

MA-299-20010858

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.

9.3.3. 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.

9.3.4. 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.

## **10. 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
- 2) One signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

**County of Orange, OC Public Works**  
**Carport Equipment Covers Project**

MA-299-20010858

**11. 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.

**12. BID SCHEDULE**

Const. Note(s)	Item No.	Description	Qty	Unit	Unit Cost	Total
<b>1 GENERAL CONDITIONS</b>						
	1.1	BONDS & INSURANCE	1	LS	\$4,500	\$4,500
	1.2	Mobilization & General Conditions	1	LS	\$6,378	\$6,378
<b>SPECIAL PROVISIONS</b>						
<b>2 FACILITY IMPROVEMENTS</b>						
	2.1	Carport 1	1	LS	\$8,656.78	\$8,656.78
	2.2	Carport 2	1	LS	\$18,055.08	\$18,055.08
	2.3	Carport 3	1	LS	\$10,490.11	\$10,490.11
	2.4	Carport 4	1	LS	\$9,995.25	\$9,995.25
	2.5	Carport 5	1	LS	\$1,810.11	\$1,810.11
	2.6	Carport 6	1	LS	\$14,251.58	\$14,251.58
	2.7	Carport 7	1	LS	\$14,813.09	\$14,813.09
<b>BASE BID AMOUNT</b>				<b>\$ 88,950</b>		

\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*

County of Orange, OC Public Works  
Carport Equipment Covers Project

MA-299-20010858

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

UNITED CARPORTS LLC  
a Limited Liability Company

Date: 2/24/2020

By Ryan Spates  
Signature

Ryan Spates / President

Print Name &amp; Title

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

Date: 2/24/2020

By Garrett Spates  
Signature

Garrett Spates / Secretary

Print Name &amp; 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: 2/24/2020

By April AlvarezPrint  
Name April AlvarezTitle Deputy Purchasing Agent

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

By: Paul Albarian

2/24/2020

*Corporate Resolution of Signing Authority*

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Ryan Spates

Position/Title: President

Telephone Number: 951.306.9963

Email Address: ryan@unitedcarports.com

Signature:



The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of United Carports LLC, a corporation duly conformed pursuant to the laws of the state of California, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of United Carports LLC, on January 23rd, 2020.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.



Garrett Spates, Secretary



**Secretary of State**  
**Statement of Information**  
(Limited Liability Company)

**LLC-12**

**Attachment C**  
**19-B58802**

**FILED**

In the office of the Secretary of State  
of the State of California

**APR 21, 2019**

**This Space For Office Use Only**

**IMPORTANT** — [Read instructions](#) before completing this form.

**Filing Fee – \$20.00**

**Copy Fees** – First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

UNITED CARPORTS LLC

**2. 12-Digit Secretary of State File Number**  
201113610235

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)  
CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508
b. Mailing Address of LLC, if different than item 4a 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508

**5. Manager(s) or Member(s)**

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b Ryan	Middle Name	Last Name Spates	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508

**6. Service of Process** (Must provide either Individual **OR** Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b>			
	City (no abbreviations)	State CA	Zip Code

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

LEGALZOOM.COM, INC. (C2967349)

**7. Type of Business**

a. Describe the type of business or services of the Limited Liability Company  
Construction / Contractor

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address			
	City (no abbreviations)	State	Zip Code

**9. The Information contained herein, including any attachments, is true and correct.**

04/21/2019

Date

Cheyenne Moseley

Type or Print Name of Person Completing the Form

Asst. Sec., LegalZoom.com, Inc., OBO filing entity

Title

Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: [ ]

Company:

Address:

City/State/Zip: [ ]

**Page 8 of 9**



19-B58802


**Attachment to  
Statement of Information  
(Limited Liability Company)**
**LLC-12A  
Attachment**
**A. Limited Liability Company Name**

UNITED CARPORTS LLC

This Space For Office Use Only

**B. 12-Digit Secretary of State File Number**

201113610235

**C. State or Place of Organization** (only if formed outside of California)

CALIFORNIA

**D. List of Additional Manager(s) or Member(s)** - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name Diane	Middle Name	Last Name Spates	Suffix
Entity Name			
Address 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508
First Name Garrett	Middle Name	Last Name Spates	Suffix
Entity Name			
Address 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508
First Name Christina	Middle Name	Last Name Spates	Suffix
Entity Name			
Address 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508
First Name Bert	Middle Name	Last Name Fenenga	Suffix
Entity Name			
Address 7280 SYCAMORE CANYON BLVD	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92508
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code