

**County of Orange, OC Public Works
Ohno Construction Company**

**Attachment A
MA-012-22010543**

**Mile Square Regional Park Golf Course Conversion Phase I
MA-012-22010543**

This Contract is made and entered into the _____ day of _____, 20____, by and between the County of Orange and a political subdivision of the State of California ("County"), and _____ Ohno Construction Company ("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 Contract; 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 anyone 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 converting approximately 93 acres of existing golf course to a public park. The work for this project consists of the follow elements:

- a. **Demolition** of existing golf course features consisting of concrete paving and curb, inlets and outlets, piping, fencing, drainage system elements, clearing and grubbing, and protecting trees in place.
- b. **Earthwork** consisting of rough grading, fine grading, remedial grading, erosion and sedimentation control, and inlet protection
- c. **Paving** consisting of vehicular and pedestrian concrete and asphalt paving, pedestrian decomposed granite paving, slab on grade, asphalt curbs, and concrete header at decomposed granite
- d. **Lake Construction** consisting of new pipe intake screen, new pipe structural seal, new finishes, new shoreline with soil liner, new perimeter shoreline, and new aeration system
- e. **Restroom Building Renovation** consisting of selective demolition, new plumbing, new finishes, signage, toilet accessories, and drinking fountain
- f. **Electrical** consisting of new electrical service, new switchgear, new transformer, retractable traffic bollards, trail lighting, and pond aerator feeders
- g. **Utilities** consisting of building connections, water lines, sewer lines, storm drain, and lake utility lines
- h. **Irrigation System** consisting of irrigation piping, connections, field satellite, electrical service, and irrigation lake pump system
- i. **Planting** consisting of hydroseeding and vines.

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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 **Eleven Million Three Hundred Seventy Five Thousand One Hundred Thirty Two Dollars (\$11,375,132)**, 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 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 **322 calendar days** of the effective date of the Notice to Proceed (“Contract Time”). The Contract Time includes thirty (30) weather calendar 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 Six Thousand Two Hundred Dollars (**\$6,200**) 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%) 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. ESCROWED DOCUMENTS**6.1. STORAGE OF BID DOCUMENTS**

Within 3 working days after County opens the Bids, the apparent low Bidder shall submit to County in a sealed container all documents created, reviewed, or maintained by Bidder during the course of preparing its Bid for the Contract ("Escrowed Documents"). All Escrowed Documents shall be stamped "CONFIDENTIAL" and indicate the Project name. County shall maintain the Escrowed Documents in a separate double-locked storage cabinet. County and Bidder each shall have a separate key, requiring both to be present to access the Escrowed Documents.

6.2. SCOPE OF THE ESCROWED DOCUMENTS

The Escrowed Documents shall include, but not be limited to: a detailed breakdown of the Bid with a clear itemization of Bidder's estimated costs of performing the work in sufficient detail to allow County to analyze all costs included within Bidder's estimate for the work; the names of all persons who prepared or reviewed Bidder's estimate prior to submission of the Bid; all documents created, reviewed, or maintained by all subcontractors listed in Bidder's list of subcontractors submitted with its Bid; back-up calculations for each lump sum or unit cost Bid Item listed on the Bid Schedule; suppliers' quotes; quantity takeoffs; rate schedules for the direct costs and the time and non-time-related indirect costs for labor, by craft; plant and equipment ownership or rental and operation costs; cost of permanent and expendable materials; cost of small tools and other miscellaneous consumable items; cost of insurance and subcontracted work; estimated construction schedule, including sequence and duration of work and production rates; quotations from suppliers and subcontractors; estimates of field and home office overhead; contingency and margin for each item listed on the Bid Schedule; and other reports, calculations, and information used by Bidder to arrive at its Bid. The Escrowed Documents shall also include a declaration signed by an individual authorized by Bidder to execute the Bid Form stating that the Escrowed Documents are a true and complete representation of how the Bid was calculated.

6.3. VERIFICATION OF COMPLETE BID DOCUMENT SUBMISSION

Within 7 days after submitting its Escrowed Documents, Bidder shall meet separately with County to examine and catalog Bidder's Escrowed Documents to verify that Bidder has complied with the requirements of this Section. The verification will not include review, nor constitute approval, of proposed construction methods, estimating assumptions, or interpretations of the Contract Documents. If County determines that Bidder's Escrowed Documents are incomplete, illegible, or unreliable, Bidder shall submit the missing documents within 2 working days of County's request. Bidder's failure to submit Escrowed Documents for itself and its listed subcontractors in accordance with this Section shall constitute an improper withdrawal of Bidder's Bid and shall be grounds for Bidder forfeiting its bid security.

6.4. SUBCONTRACTORS' ESCROWED DOCUMENTS

If the apparent successful Bid is based on subcontracting any part of the work, each subcontractor whose total subcontract price exceeds five percent of the total Contract Price proposed by Bidder shall provide separate Escrowed Documents to be included with those of Bidder. The requirements and verification of subcontractors' documents will be the same as those for Bidder. If Contractor subcontracts any portion of the work after award, County retains the right to require Contractor to submit Escrowed Documents before such subcontract is approved.

6.5. RETURN OF UNSUCCESSFUL BIDDERS' ESCROWED DOCUMENTS

If the Contract is not awarded to the apparent successful Bidder, the Escrowed Documents will be returned to that Bidder and the next Bidder to be considered for award shall submit Escrowed Documents as provided by this Section.

6.6. USE OF ESCROWED DOCUMENTS

County and Contractor may use Contractor's Escrowed Documents during negotiations regarding Change Orders, claims, or disputes, or in connection with litigation arising out of the Project. Nothing in the Escrowed Documents shall be construed to change or modify the terms or conditions of the Contract. Contractor shall be solely responsible for all errors made by Contractor during the preparation of its Bid. County will not use the Escrowed Documents to conduct a pre-award evaluation of any Bidder's methods of construction, qualifications, estimating assumptions, or interpretations of the Contract Documents. County reserves all rights to contest the reasonableness of Contractor's assumptions made during the preparation of its Bid.

6.7. ACCESS TO ESCROWED DOCUMENTS

At any time deemed necessary by County or Contractor, the Escrowed Documents may be reviewed by either of the Parties. Unless otherwise mutually agreed, the Party requesting to review the Escrowed Documents shall provide at least 3 days advance notice to the other Party regarding its intent to review the Escrowed Documents. A representative of both Parties shall be present during the other Party's review of the Bid Document. County shall notify Contractor of any request for disclosure of the Escrowed Documents in accordance with the "PUBLIC RECORDS ACT" Section of these General Conditions. Unless Contractor obtains a protective order issued by a court restricting disclosure of the Escrowed Documents, County may disclose the Escrowed Documents if County determines that the Public Records Act requires disclosure.

6.8. RETURN OF CONTRACTOR'S ESCROWED DOCUMENTS

County shall return to Contractor the Escrowed Documents held in secure storage after Contractor has completed all work required by the Contract Documents, County has recorded a Notice of Completion for the Project, and all disputes, claims, or lawsuits between County and Contractor arising out of the Project have been resolved, released, or otherwise waived.

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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:

"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 Public Works. The Project is under the general direction of County's Board of Supervisors. The Board of Supervisors authorizes OC Public Works to be County's representative in connection with the Project.

9.1.2 County's Project Manager: Before starting work, County shall designate in writing a Project Manager who shall act as County's representative during construction of the Project. County may also designate an alternate representative with complete authority to act for it. 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,

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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 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

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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.

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.

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12. BID SCHEDULE

SCHEDULE OF WORK ITEMS

Item	Section	Description	Unit	Quantity	Unit Price (in figures)	Item Total (in figures)
1	SP-9	INSPECTION & REPORT OF EXISTING CONDITIONS	LS	1	\$15,000	\$15,000
2	SP-10	REGULATORY COMPLIANCE	LS	1	\$20,000	\$20,000
3	SP-11	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$220,000	\$220,000
4	SP-12	DUST CONTROL	LS	1	\$90,000	\$90,000
5	SP-13	PROGRESS SCHEDULE (CPM)	LS	1	\$5,500	\$5,500
6	SP-14	CLASS "A" FIELD OFFICE	MO	11	\$6,000	\$66,000
7	SP-15	SURVEYING SERVICES	LS	1	\$80,000	\$80,000
8	SP-16	PROJECT INFORMATION SIGN	EA	1	\$2,000	\$2,000.00
9	SP-17	MOBILIZATION	LS	1	\$733,000	\$733,000
10	SP-18	DEMOLITION	LS	1	\$420,000	\$420,000
11	SP-19a	REMOVE TREE 0-12" DBH	EA	101	\$440	\$44,440
	SP-19b	REMOVE TREE 13"-18" DBH	EA	52	\$580	\$30,160
	SP-19c	REMOVE TREE 19"-24" DBH	EA	11	\$1,450	\$15,950
	SP-19d	REMOVE TREE 25"-30" DBH	EA	5	\$3,700	\$18,500
	SP-19e	REMOVE TREE 37"+ DBH	EA	2	\$5,550	\$11,100
	SP-19f	REMOVE TREE (DEAD)	EA	1	\$600	\$600
12	SP-20	CLEARING & GRUBBING	LS	1	\$80,000	\$80,000
13	SP-21	EARTHWORK	LS	1	\$1,400,000	\$1,400,000
14	SP-22.1	ASPHALT CONCRETE PAVEMENT	SF	157,470	\$3.30	\$519,651
15	SP-22.2	ASPHALT CURB, 6" HEIGHT	LF	1,300	\$20	\$26,000
16	SP-22.3	REDWOOD HEADER	LF	2,030	\$12	\$24,360
17	SP-22.4	DETECTABLE WARNING SURFACE	LS	1	\$1,980	\$1,980
18	SP-23	PORTLAND CEMENT CONCRETE PAVEMENT	SF	3,330	\$20	\$66,600
19	SP-24	CONCRETE STRUCTURES	LS	1	\$40,000	\$40,000
20	SP-25	STRUCTURE CONCRETE	LS	1	\$440,000	\$440,000

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21	SP-26	MISCELLANEOUS CONCRETE	LF	3,590	\$55.50	\$199,245
22	SP-27	TRAFFIC STRIPING AND PAVEMENT MARKING	LS	1	\$5,500	\$5,500
23	SP-28	CHAIN LINK FENCE	LS	1	\$20,664	\$20,664
24	SP-29.1	SITE ELECTRICAL SERVICE	LS	1	\$1,550,000	\$1,550,000
25	SP-29.2	TRAIL LIGHTING	LS	1	\$460,000	\$460,000
26	SP-29.3	POND AERATOR FEEDERS (LAKES C&D)	LS	1	\$60,000	\$60,000
27	SP-29.4	POND AERATOR FEEDER LAKE G)	LS	1	\$450,000	\$450,000
28	SP-29.5	POND AERATOR FEEDERS (LAKE E)	LS	1	\$10,000	\$10,000
29	SP-29.6	TRAFFICE BOLLARD FEEDER	LS	1	\$60,000	\$60,000
30	SP-30	LANDSCAPE	LS	1	\$700,000	\$700,000
31	SP-32	IRRIGATION SYSTEM	LS	1	\$600,000	\$600,000
32	SP-33	BUILDING PLUMBING SYSTEM	LS	1	\$40,000	\$40,000
(S) 33	SP-34	LAKE CONSTRUCTION	LS	1	\$1,700,000	\$1,700,000
34	SP-35	GRAVITY PIPE	LS	1	\$865,000	\$865,000
35	SP-36	PRESSURE PIPE	LS	1	\$65,000	\$65,000
36	SP-37	PAINT AND PROTECTIVE COATINGS	LS	1	\$25,000	\$25,000
37	SP-38	SCREEN FENCE	LS	1	\$25,000	\$25,000
38	SP-39	DECOMPOSED GRANITE SURFACING	SF	44,570	2.60	\$115,882
39	SP-40	BOLLARD	EA	3	\$7,000	\$21,000
40	SP-41	CONCRETE PICNIC TABLE	EA	4	\$2,000	\$8,000
41	SP-42	CONCRETE PICNIC TABLE -WHEELCHAIR ACCESSIBLE	EA	2	\$2,000	\$4,000
42	SP-10	Allowance No. 1 (Deletable)	LS	1	\$20,000	\$20,000
					TOTAL BID AMOUNT:	\$11,375,132

Abbreviations:

(A) Additive Bid Item
 (D) Deletable Bid Item
 (F) Final Quantity Bid Item
 (NA) Non-Adjustable Bid Item
 (P) Partial Payment Bid Item

CF = Cubic Foot
 CY = Cubic Yard
 DAY = Working Day
 EA = Each
 GAL = Gallon

LF = Linear Foot
 LS = Lump Sum
 MO = Month
 TON = Ton (2,000 lbs)
 SF = Square Foot

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

OHNO CONSTRUCTION COMPANY

a state of Washington Corporation

Date: 10/5/2021By: MICHIO MARCUS OHNOMICHIO MARCUS OHNO Chief Operating Officer

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: _____

By: _____

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.)

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: William Minle
Deputy County CounselDate: 10/5/2021

Consent in Lieu of Special Meeting of Directors

In accordance with the provisions of the Washington Business Corporation Act for unanimous consent of the directors in lieu of meetings, and for waiver of notice thereof, the undersigned, being all the directors of Ohno Construction Company hereby, expressly in lieu of a special meeting of directors, consent to and approve the resolutions set forth below.

RESOLVED, that the following persons are authorized to sign contracts on behalf of the

Corporation:

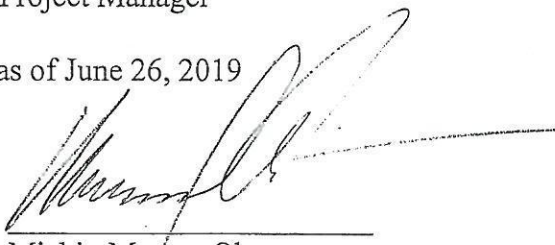
Yoshio A. Ohno, President
Richard L. Brangwin, Vice President
Michio Marcus Ohno, Chief Operating Officer / Treasurer
Barbara Ohno, Secretary
Joseph Fant, Senior Project Manager
Tyler Britz, Senior Project Manager / Assistant Vice President
Jeffrey Byerly, Senior Project Manager

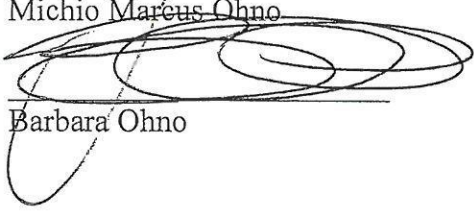
SIGNED AND DATED as of June 26, 2019

DIRECTORS:



Yoshio A. Ohno


Richard L. Brangwin


Michio Marcus Ohno


Barbara Ohno

Certified to be a true copy of a resolution duly adopted by the Board of Directors of Ohno Construction Company:


Barbara Ohno, Corporate Secretary

Date: June 26, 2019

Corporate Seal:

