

**County of Orange, OC Public Works
Sukut Construction, LLC**

MA-299-21011705

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Zone 1 Phase D2 Liner and Groundwater Protection Project

This Agreement 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 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, but are not limited to, all labor, materials, equipment, and services necessary in the performance of work. Additional general information about some of the major project components are provided in the following paragraphs:

- A. Earthwork: Clearing and Grubbing, demolition, excavation, miscellaneous fill, and stockpiling of excess material. Preparation of slope and cell floor surfaces to provide an approved subgrade for installation of the geomembrane liner. Processing, curing, placement, compaction, and finish grading of onsite, native material.
- B. Construction of Subdrain and LCRS: In general, the work consists of miscellaneous grading, trenching, and backfill, installation of HDPE piping, installation of non-woven geotextile fabric, and placement of LCRS gravel. During the course of construction, the Contractor shall be responsible for protecting the existing phases and preventing the release of leachate during liner tie-ins and preventing the introduction of storm water into existing LCRS gravel layer and/or piping.
- C. Composite Liner System: Construction of a composite liner system including a low-permeability soil layer, gravel drainage layer, importation and placement of operations layer and geosynthetics.

**County of Orange, OC Public Works
Sukut Construction, LLC**

MA-299-21011705

- D. Miscellaneous Civil Improvements: Drainage improvements including placement of AC, concrete reinforcement, splash walls, HDPE piping, pipe bedding, crushed miscellaneous base, debris rack, and riprap.
- E. Erosion Control: Implementation of erosion control features and compliance with the Construction General Permit (CGP) as referenced in the General Conditions. In general, the work includes interim and final erosion control improvements in compliance with the CGP.
- F. Survey: The Contractor's survey data shall be collected throughout the project to show as-built conditions. Survey data shall include sufficient coordinate data and elevations sufficient to accurately reflect the limits of the completed work, this includes all underground as well as surface elements. The as-built drawings shall be prepared by, stamped, and signed by a land surveyor licensed in the State of California or Licensed Civil Engineer registered in the State of California that may (pursuant to the State of California Professional Engineer's Act) practice Land Surveying.

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 Two Million, Four Hundred and Fifty Three Thousand, Seven Hundred and Seventeen Dollars (\$2,453,717), 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 **100 calendar** days of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes weather days of anticipated weather days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only

**County of Orange, OC Public Works
Sukut Construction, LLC**

MA-299-21011705

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 \$ **1,500** 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 (50 PERCENT) OR MORE OF THE WORK

Contractor shall be capable of performing, and shall perform with its own organization, work amounting to at least 50 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 (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:

“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.”

**County of Orange, OC Public Works
Sukut Construction, LLC**

MA-299-21011705

9. PARTIES' REPRESENTATIVES

9.1. COUNTY'S REPRESENTATIVES

9.1.1. OC Waste & Recycling. 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, 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

**County of Orange, OC Public Works
Sukut Construction, LLC**

MA-299-21011705

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.

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

1. Construction Note(s)	Item No.	Description	Qty	Unit	Unit Cost	Total
1 GENERAL CONDITIONS						
	1.1	Mobilization	1	LS	\$185,000	\$185,000
	1.2	General and Regulatory Compliance, Survey, and Construction Permit Compliance	1	LS	\$125,000	\$125,000
SPECIAL PROVISIONS						

County of Orange, OC Public Works
Sukut Construction, LLC

MA-299-21011705

2 CLEARING AND GRUBBING						
1	2.1	Clearing, Grubbing and Demolition	9	AC	\$9,000	\$81,000
	2.2	Waste Removal and Relocation	500	CY	\$9.00	\$4,500
3 DEMOLITION						
	3.1	Remove and Salvage	1	LS	\$17,000	\$17,000
4 EARTHWORK						
2	4.1	Unclassified Excavation to Unclassified Fill	13,700	CY	\$3.82	\$52,334
34	4.2	Subgrade Preparation/Proof Rolling	338,000	SF	\$0.17	\$57,460
4	4.3	Low-Permeability Material - 12-Inch-Thick Per 1/C-501 (Floor)	101,000	SF	\$0.22	\$22,220
31	4.4	Operations Layer - 24-Inch-Thick Per 1/C-501 (Floor)	110,000	SF	\$1.87	\$205,700
8, 28, 35	4.5	Low-Permeability Material - 12-Inch-Thick Per 3/C-501 (Benches)	24,000	SF	\$0.30	\$7,200
8, 28, 35	4.6	Operations Layer - 24-Inch-Thick Per 3/C-501 (Benches)	24,000	SF	\$2.11	\$50,640
32	4.7	Protective Cover Soil - 24-Inch-Thick Per 2/C-501 and 5/C-501 (Lower 12' of Slope)	30,000	SF	\$0.76	\$22,800
5 FINAL COVER (RESERVED)						
6 LINER INSTALLATION						
4	6.1	80 MIL Geomembrane Textured Both Sides Per 1/C-501 (Floor)	101,000	SF	\$1.32	\$133,320
4	6.2	8-oz/sy Geotextile Per 1/C-501 (Floor)	101,000	SF	\$0.36	\$36,360
4	6.3	12-oz/sy Geotextile (Floor)	101,000	SF	\$0.72	\$72,720
3, 8, 28, 35	6.4	80 MIL Geomembrane Textured Side Down Per 2/C-501 and 3/501 (Slope and Benches)	255,000	SF	\$1.10	\$280,500
3, 8, 28, 35	6.5	16-Ounce Geotextile Per 2/C-501 and 3/C-501 (Slope and Benches)	255,000	SF	\$0.78	\$198,900
5	6.6	Base Liner Join Per 1/C-502	101	LF	\$45.00	\$4,545
6	6.7	Bench Liner Join Per 2/C-502	385	LF	\$30.00	\$11,550
7	6.8	Side Slope Liner Join Per 9/C-502	200	LF	\$19	\$3,800
17	6.9	Top of Slope Liner Join and Transition Per 1/C-504	785	LF	\$30	\$23,550
25, 52	6.10	Toe of Slope Liner Transition Per 5/C-501 and 10/C-505	985	LF	\$21	\$20,685
23	6.11	Bench Liner Join Per 2/C-504	375	LF	\$30	\$11,250
9	6.12	Top of Slope Liner Termination 4/C-501	1,110	LF	\$25	\$27,750

County of Orange, OC Public Works
Sukut Construction, LLC

MA-299-21011705

10	6.13	Bench Liner Termination Per 7/C-501	255	LF	\$25	\$6,375
22	6.14	Side Slope Liner Termination Per 4/C-502	352	LF	\$86	\$30,272
27	6.15	Liner Termination at Edge of Road Per 6/C-501	48	LF	\$20	\$960
19	6.16	Wrapped Gravel on Bench Per 5/C-502	100	LF	\$42	\$4,200
21	6.17	Sacrificial 8-Ounce Geotextile over 16-Ounce Geotextile	130,600	SF	\$0.73	\$95,338
49	6.18	60 MIL HDPE Geomembrane (Double Sided Textured) Per 1/C-506	18,500	SF	\$1.97	\$36,445
49	6.19	GCL Per 1/C-506	18,500	SF	\$0.95	\$17,575
50	6.20	Stormwater Pond Anchor Trench Per 2/C-506	530	LF	\$16	\$8,480
51	6.21	12-oz/sy Geotextile and CMB Per 1/C-506	13,400	SF	\$3.57	\$47,838
7 LEACHATE COLLECTION SYSTEM						
4	7.1	LCRS Gravel - 9-Inch-Thick Per 1/C-501 (Floor)	101,000	SF	\$1.76	\$177,760
8, 28, 35	7.2	6-Inch LCRS Bench Collector Per 3/C-501, 2/C-502, 2/C-504	1,510	LF	\$26	\$39,260
20	7.3	Top of Slope LCRS and Liner Transition Per 6/C-502	490	LF	\$11.50	\$5,635
14	7.4	4-Inch HDPE LCRS Lateral Per 8/C-502	310	LF	\$20.50	\$6,355
24	7.5	LCRS Bench Swale Per 7/C-503	2	EA	\$1,200	\$2,400
16, ,29, 52, 58	7.6	6-inch Slotted HDPE LCRS Mainline Per 3/C-506 and 1/C-504, 6/C-502 and 10/C-505	1,215	LF	\$21	\$25,515
18	7.7	LCRS Riser Per 7/C-502	335	LF	\$24	\$8,040
26	7.8	LCRS Pipe Riser Cleanout and Support Per 2/C-505	1	EA	\$3,130	\$3,130
39	7.9	LCRS and Subdrain Riser Cleanout and Support Per 7/C-505	1	EA	\$5,000	\$5,000
13	7.10	Join to Existing LCRS/Subdrain Piping	3	EA	\$770	\$2,310
8 LANDFILL GAS						
45	8.1	Install 6-inch HDPE SDR 17 Lateral On Grade	731	LF	\$10	\$7,310
48	8.2	Install 3-inch Vertical Wellhead and Connect to Existing Manifold	1	EA	\$2,230	\$2,230
9 FACILITY IMPROVEMENTS						
41	9.1	Reinstall Salvaged Guardrail	1,045	LF	\$35	\$36,575
42	9.2	Reinstall Salvaged Delineators on Guardrail every 30' O.C.	35	EA	\$20	\$700

County of Orange, OC Public Works
Sukut Construction, LLC

MA-299-21011705

43	9.3	Improve Earthen Bench per 3/C-502	750	LF	\$3.38	\$2,535
44	9.4	Place Salvaged K-Rail	11	EA	\$320	\$3,520
47	9.5	Construct Road Crossing Per 9/C-505	40	LF	\$7.25	\$290
53	9.6	Spillway Per 4/C-506	1	LS	\$8,800	\$8,800
56	9.7	Basin Sump Per 5/C-506	1	LS	\$12,000	\$12,000
54	9.8	Cutoff Wall Per 4/C-503	12	LF	\$85	\$1,020
55	9.9	Riprap Pad Per 3/C-503	120	SF	\$11	\$1,320
59	9.10	Earthen Berm Per 7/C-506	240	LF	\$3.75	\$900
40	9.11	12-inch AC over 6-inch CMB	6,000	SF	\$11.15	\$66,900
10 DRAINAGE CONTROL SYSTEM						
33	10.1	V-Ditch Per 4/C-504 (D=18")	118	LF	\$35	\$4,130
38	10.2	6-inch Solid HDPE Subdrain Pipe (Slope) Per 7/C-502	100	LF	\$19.95	\$1,995
15	10.3	Splash Wall Per 5/C-504	10	LF	\$27	\$270
12	10.4	Channel to Drop Inlet Per 1/C-503	1	EA	\$8,600	\$8,600
30	10.5	24-inch HDPE Pipe Per 3/C-504	145	LF	\$110	\$15,950
11 PAVING (RESERVED)						
12 HABITAT MITIGATION (RESERVED)						
13 IRRIGATION AND LANDSCAPING (RESERVED)						
14 STORM-WATER PROTECTION/EROSION CONTROL (RESERVED)						
15 CONSTRUCTION SURVEY (RESERVED)						
16 CONTRACTOR/QA/QC (RESERVED)						
ALLOWANCES						
Supplemental Work (DEL)			1	LS	\$100,000	\$100,000
CLOSEOUT						
CONSTRUCTION COST TOTAL					\$2,453,717.00	

Notes:

- (ADD) Additive Bid Item
- (DED) Deductive Bid Item
- (DEL) Deletable Bid Item
- (NA) Non-Adjustable Bid Item
- (S) Specialty Bid Item

Abbreviations:

- CF = Cubic Foot
- CY = Cubic Yard
- EA = Each
- GAL = Gallon
- LB = Pound
- LF = Linear Foot
- LS = Lump Sum
- MO = Month
- TON = Ton (2,000 lbs)
- SF = Square Foot
- SY = Square Yard
- T&M = Time & Materials

