

**County of Orange, OC Public Works  
James McMinn, Inc.****MA-299-23010368****CONTRACT MA-299-23010368  
BEE CANYON GREENERY PHASE 1B EXPANSION**

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 James McMinn, Inc. (“Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

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 Contract, 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 earthwork, placement of AC pavement or road surfacing material on access roads and compost deck, fire water supply system, drainage improvements, and miscellaneous civil improvements.

**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, Eight Hundred Twenty-Nine Thousand, Nine Hundred Twenty-Seven Dollars (\$2,829,927.00)**, 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 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.

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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 Contract 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 **10** 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. BONDS**

Within ten (10) calendar days after award of the Contract, the Contractor shall furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract Price and issued by a surety in accordance with the requirements of the General Conditions of the Contract. The bonds shall be in the form of the models included in the Invitation for Bid Documents and must be approved by County's Risk Manager and County Counsel. The Contractor shall submit the bonds with original signatures. The signature of the surety representative must be notarized.

**5. LIQUIDATED DAMAGES**

In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to County the sum of **\$2,350** 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.

**6. 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% 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.

**7. RESERVED****8. 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.

**9. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Contractor, by executing this Contract, 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

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provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

**10. PARTIES’ REPRESENTATIVES****10.1. COUNTY’S REPRESENTATIVES**

10.1.1. 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.

10.1.2. 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.

**10.2. 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.

**10.3. CONTRACTOR’S REPRESENTATIVES**

10.3.1. 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.

10.3.2. 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

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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.

10.3.3. 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.

10.3.4. 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.

**11. SIGNATURE REQUIREMENTS**

The Contract must be signed by officer(s) authorized to bind Contractor. If documentation demonstrating express authority is not provided, then the Contract 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.

**12. ENTIRE CONTRACT**

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.

**13. BID SCHEDULE**

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Construction Note(s)	Item No.	Description	Qty	Unit	Unit Cost	Total
<b>1 GENERAL CONDITIONS</b>						
	1.1	Bonds & Insurance	1	LS	\$75,000.00	\$75,000.00
	1.2	Mobilization	1	LS	\$39,000.00	\$39,000.00
	1.3	Construction Support Task	1	LS	\$27,000.00	\$27,000.00
	1.4	Project Survey	1	LS	\$24,000.00	\$24,000.00
<b>SPECIAL PROVISIONS</b>						
3	2.1	Clear and Grub	13.8	AC	\$500.00	\$6,900.00
<b>3 REMOVALS AND DEMOLITION</b>						
19	3.1	Abandon Fire Waterline Per Specifications	1	LS	\$28,000.00	\$28,000.00
20	3.2	Remove and Salvage	1	LS	\$6,500.00	\$6,500.00
21	3.3	Remove and Dispose	1	LS	\$6,500.00	\$6,500.00
<b>4 EARTHWORK</b>						
2, 14	4.1	Excavation to Stockpile	10,000	CY	\$9.00	\$90,000.00
2, 14	4.2	Excavation to Unclassified Fill	17,500	CY	\$5.00	\$87,500.00
<b>5 FINAL COVER (RESERVED)</b>						
<b>6 LINER INSTALLATION (RESERVED)</b>						
<b>7 LEACHATE COLLECTION SYSTEM (RESERVED)</b>						
<b>8 LANDFILL GAS (RESERVED)</b>						
<b>9 FACILITY IMPROVEMENTS</b>						
6	9.1	12" Solid HDPE Pipe per 6/C-501	2,315	LF	\$87.00	\$201,405.00
4	9.2	Post Indicator Valve per 5/C-502	1	EA	\$6,000.00	\$6,000.00
22	9.3	Salvaged Fire Hydrant per 4/C-501	2	EA	\$4,000.00	\$8,000.00
7	9.4	Fire Hydrant per 4/C-501	3	EA	\$7,500.00	\$22,500.00
23	9.5	Salvaged Fire Hydrant Signage per 5/C-501	2	EA	\$750.00	\$1,500.00

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8	9.6	Fire Hydrant Signage per 5/C-501	3	EA	\$750.00	\$2,250.00
9	9.7	Salvaged Air Release Valve per 2/C-502	1	EA	\$5,000.00	\$5,000.00
11	9.8	Salvaged Premises Identification Sign per 1/C-501	1	EA	\$430.00	\$430.00
24	9.9	Salvaged "Fire Lane - No Parking" Sign per 2/C-501	2	EA	\$470.00	\$940.00
12	9.10	"Fire Lane - No Parking" Sign per 2/C-501	3	EA	\$470.00	\$1,410.00
4,7,9,22-23	9.11	Bollard per 3/C-501	30	EA	\$350.00	\$10,500.00
14	9.12	Join Existing 12" HDPE Pipe	2	EA	\$2,400.00	\$4,800.00
26	9.13	Salvaged Metal Beam Guard Rail	50	LF	\$240.00	\$12,000.00
28	9.14	6' High Chain Link Fence per SPPWC STD Plan 600-3 and 600-3-OC (Deletable)	3,500	LF	\$58.46	\$204,610.00
29	9.15	Drive Gate per SPPWC STD Plan 600-3 and 600-3-OC L=36' (Deletable)	3	EA	\$6,883.00	\$20,649.00
30	9.16	Drive Gate per SPPWC STD Plan 600-3 and 600-3-OC L=20' (Deletable)	1	EA	\$5,633.00	\$5,633.00
<b>10 DRAINAGE CONTROL SYSTEM</b>						
5	10.1	Perimeter Berm per 1/C-502	1,200	LF	\$7.00	\$8,400.00
<b>11 PAVING</b>						
17	11.1	Asphalt Sawcutting	165	LF	\$10.00	\$1,650.00
18	11.2	Cold Plane and 2-Inch AC Overlay	9,600	SF	\$2.00	\$19,200.00

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10	11.3	4" AC over 6" CMB per 7/C-501	532,000	SF	\$3.25	\$1,729,000.00
27	11.4	Red Fire Lane Striping per 3/C-503	2,100	LF	\$3.00	\$6,300.00
12 HABITAT MITIGATION (RESERVED)						
13 IRRIGATION AND LANDSCAPING (RESERVED)						
14 STORM-WATER PROTECTION/EROSION CONTROL						
15	14.1	Fiber Rolls per 3/C-502	39,000	SF	\$3.85	\$150,150.00
16	14.2	Silt Fence per 4/C-502	2,400	LF	\$3.00	\$7,200.00
15 CONSTRUCTION SURVEY (RESERVED)						
16 CONTRACTOR/QA/QC (RESERVED)						
ALLOWANCES						
	A1	Regulatory Permits	1	LS	\$10,000.00	\$10,000.00
CLOSEOUT						
<b>CONSTRUCTION TOTAL COST</b>					<b>\$2,829,927.00</b>	

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


**County of Orange, OC Public Works  
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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

**JAMES MCMINN, INC.**  
a California Corporation


Date: 1/25/2023

By: 

JIM MCMINN President  
Print Name & 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: 1/25/2023

By: 

JIM MCMINN Secretary  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 2<sup>nd</sup> must be either an Assistant Secretary, Secretary, Assistant Treasurer or Chief Financial Officer.)*

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

Date: \_\_\_\_\_


By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 1/25/2023

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

By:   
Deputy