

County of Orange, OC Public Works
Sukut Construction, LLC

MA-299-23010965

CONTRACT MA-299-23010965
PRIMA DESHECHA LANDFILL INFRASTRUCTURE PHASE 1A

This Agreement 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 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 earthwork, drainage improvements, fencing, paving and miscellaneous concrete to create access to a portion of the landfill property.

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 ONE HUNDRED NINETY TWO THOUSAND, TWO HUNDRED THIRTY NINE DOLLARS (\$5,192,239.00)**, 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.

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

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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 **180** calendar days of the effective date of the Notice to Proceed (“Contract Time”). The Contract Time includes 10 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 successful 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 successfully 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 **\$4,000** 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 50% OR MORE OF THE WORK

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

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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/OC Waste & Recycling 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 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.

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. LEVINE ACT COMPLIANCE

Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

14. BID SCHEDULE

Const. Note(s) #	Line Item No.	Bid Item No.	Description	Qty	Unit	Unit Cost	Total
1.0 GENERAL CONDITIONS							
-	1	1.1.1	BONDS & INSURANCE	1	LS	\$ 37,000.00	\$ 37,000.00
-	2	1.2.1	MOBILIZATION / DEMOBILIZATION	1	LS	\$500,000.00	\$ 500,000.00

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-	3	1.3.1	TEMPORARY CONTRACTOR FACILITIES AND CONSTRUCTION SUPPORT TASKS - SWPPP COMPLIANCE WITH CGP AND IGP - CONSTRUCTION ACTIVITIES STORMWATER MANAGEMENT PLAN (CASMP) - INTERIM EROSION CONTROL AND BMP'S AND PROJECT SCHEDULE	1	LS	\$111,000.00	\$ 111,000.00
-	4	1.3.2	TEMPORARY TRAFFIC CONTROL	1	LS	\$279,500.00	\$ 279,500.00
GENERAL CONDITIONS SUBTOTAL						\$	927,500.00
SPECIAL PROVISIONS							
2.0 CLEARING AND GRUBBING							
2	5	2.0.1	CLEARING AND GRUBBING	27	AC	\$ 2,000.00	\$ 54,000.00
3.0 DEMOLITION (RESERVED)							
3	6	3.0.1	DEMOLISH, REMOVE, AND SALVAGE , OR ABANDON PER PLAN	1	LS	\$ 22,800.00	\$ 22,800.00
6	7	3.0.2	REMOVE EXISTING FENCING AND SALVAGE	5,100	LF	\$ 9.25	\$ 47,175.00

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16	8	3.0.3	DEMOLISH AND REMOVE EXISTING MANHOLE; PROVIDE TRENCH SHORING; PROTECT BASIN NO. 2 LINER; EXISTING LINE B 24-INCH RCP; AND LINE B3 18-INCH RCP	1	LS	\$ 20,000.00	\$ 20,000.00
38	9	3.0.4	SAWCUT EXISTING PAVEMENT	2,100	LF	\$ 4.80	\$ 10,080.00
39	10	3.0.5	REMOVE EXISTING CONCRETE APRON AND AC PAVEMENT	1,100	SF	\$ 1.85	\$ 2,035.00
40	11	3.0.6	REMOVE CONCRETE SIDEWALK	8,400	SF	\$ 1.75	\$ 14,700.00
41	12	3.0.7	REMOVE CONCRETE CURB OR CURB AND GUTTER	2,100	LF	\$ 7.00	\$ 14,700.00
43	13	3.0.8	REMOVE INLET STRUCTURE AND PIPE	1	LS	\$ 3,650.00	\$ 3,650.00
63	14	3.0.9	OBLITERATE EXISTING STRIPE LINE	2,100	LF	\$ 3.00	\$ 6,300.00
21	15	3.0.10	COLD MILL 0.20' MINIMUM EXISTING PAVEMENT	11,500	SF	\$ 1.15	\$ 13,225.00
14	16	3.0.11	REMOVE DISINTEGRATED GRANITE, AND SALVAGE 5 CY FOR INSTALLATION	10,000	SF	\$ 0.44	\$ 4,400.00

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42	17	3.0.12	REMOVAL AND RELOCATION OF HABITAT ROCK (LOCATION PER PLANS)	1	LS	\$ 8,000.00	\$ 8,000.00
77	18	3.0.13	ROAD SIGNS TO BE REMOVED, SALVAGED, TO BE RELOCATED PER PLAN	10	EA	\$ 250.00	\$ 2,500.00
4.0 EARTHWORK (RESERVED)							
81	19	4.0.1	OVER EXCAVATE 24-INCHES AND RECOMPACT TO GRADES PER PLAN AT 95% RELATIVE COMPACTION WITHIN COUNTY RIGHT OF WAY	50,000	SF	\$ 0.61	\$ 30,500.00
4 & 70	20	4.0.2	STABILITY BUTTRESS EXCAVATION KEYWAY/ BUTTRESS FILL (PER DETAIL 6/D3)	115,000	CY	\$ 4.35	\$ 500,250.00
11 & 70	21	4.0.3	SURFICIAL SLOPE STABILIZATION EXCAVATION AND KEYWAY/SURFICIAL SLOPE FILL (PER DETAIL 7/D3)	35,000	CY	\$ 3.50	\$ 122,500.00
4, 5, & 12	22	4.0.4	UNCLASSIFIED EXCAVATION/TRANSPORT AND PLACE IN DESIGNATED STOCKPILE	105,000	CY	\$ 2.95	\$ 309,750.00

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5 & 12	23	4.0.5	AREA 3 PAD UNCLASSIFIED EXCAVATION/FILL TO CONTOURS PER PLAN; TRANSPORT AND PLACEMENT TO THE DESIGNATED STOCKPILE (DEL)	15,000	CY	\$ 3.30	\$ 49,500.00
5 & 12	24	4.0.6	AREA 3 PAD UNCLASSIFIED EXCAVATION/FILL TO CONTOURS PER PLAN; TRANSPORT AND PLACEMENT TO THE ZONE 1 DAILY COVER STOCKPILE (DEL)	15,000	CY	\$ 6.75	\$ 101,250.00
67	25	4.0.7	CONSTRUCT TOP DECK BERM (PER DETAIL 3/D3)	2,200	LF	\$ 4.25	\$ 9,350.00
5.0 FINAL COVER (RESERVED) - NOT USED							
6.0 LINER INSTALLATION (RESERVED) - NOT USED							
7.0 LEACHATE COLLECTION SYSTEM (RESERVED) - NOT USED							
8.0 LANDFILL GAS (RESERVED) - NOT USED							
9.0 SUBDRAIN							
71	26	9.0.1	INSTALL 6-INCH SDR-11 PERFORATED BUTTRESS AND SURFICIAL FILL SUBDRAIN (PER DETAIL 4/D2)	1,700	LF	\$ 48.00	\$ 81,600.00
78	27	9.0.2	INSTALL 6-INCH SDR-11 SOLID BUTTRESS AND SURFICIAL FILL SUBDRAIN OUTLET ON SLOPE	160	LF	\$ 34.00	\$ 5,440.00

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74 & 79	28	9.0.3	INSTALL 6-INCH SDR-11 SOLID BUTTRESS AND SURFICIAL FILL SUBDRAIN OUTLET DIRECTIONAL DRILL	150	LF	\$ 98.00	\$ 14,700.00
75	29	9.0.4	CONSTRUCT 2-FOOT WIDE GEOCOMPOSITE SUBDRAIN – SOIL TIGHT SLOPE RISER (PER DETAIL 5/D2)	1,500	LF	\$ 7.25	\$ 10,875.00
10.0 DRAINAGE CONTROL SYSTEM (RESERVED)							
7	30	10.0.1	CONSTRUCT 3' CONCRETE V-DITCH PER OCPW STD PLAN 1332 (PER DETAIL 1/D3)	2,300	LF	\$ 27.50	\$ 63,250.00
8	31	10.0.2	CONSTRUCT TERRACE DRAIN (6-FOOT BENCH) PER OCPW STD PLAN 1321	900	LF	\$ 31.00	\$ 27,900.00
9	32	10.0.3	CONSTRUCT DOWN DRAIN PER OCPW STD PLAN 1321	400	LF	\$ 48.25	\$ 19,300.00
10	33	10.0.4	CONSTRUCT SPLASH WALL (PER DETAIL 2/D3)	275	LF	\$ 23.00	\$ 6,325.00
85	34	10.0.5	CONSTRUCT CONCRETE V-DITCH END PER DETAIL 2/D4	7	EA	\$ 333.00	\$ 2,331.00

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13 & 19	35	10.0.6	INSTALL 18-INCH REINFORCED CONCRETE PIPE (1750-D) WITH BEDDING PER OCPW STANDARD PLAN 1319	1,300	LF	\$ 118.00	\$ 153,400.00
46	36	10.0.7	CONSTRUCT TYPE V INLET (24-INCH DIAMETER INLET TO 18-INCH DIAMETER OUTLET) PER OCPWD STD. PLAN 1305	3	EA	\$ 4,250.00	\$ 12,750.00
20 & 48	37	10.0.8	TYPE II V INLET STRUCTURE PER OCPW STANDARD PLAN 1302 (L=21', H PER PLAN) WITH LOCAL DEPRESSION (MODIFIED) PER OCPW STANDARD PLAN 1308 AND DETAILS 5/D4, 6/D4, AND 7/D4	2	EA	\$ 23,750.00	\$ 47,500.00
20 & 49	38	10.0.9	TYPE II V INLET STRUCTURE PER OCPW STANDARD PLAN 1302 (L=14', H PER PLAN) WITH LOCAL DEPRESSION (MODIFIED) PER OCPW STANDARD PLAN 1308 AND DETAIL 8/D4	4	EA	\$ 17,500.00	\$ 70,000.00

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18	39	10.0.10	CONNECT REINFORCED CONCRETE PIPE TO EXISTING STORM DRAIN (SIZE PER PLAN) AND CONSTRUCT CONCRETE COLLAR PER SPPWC STANDARD PLAN 380-4 AND 380-4-OC	6	EA	\$ 660.00	\$ 3,960.00
17	40	10.0.11	CONSTRUCT MANHOLE (PIPE TO PIPE) PER OCPW STANDARD PLAN 321-2-OC (SPPWC STANDARD PLAN 321-2)	3	EA	\$ 11,250.00	\$ 33,750.00
87	41	10.0.12	CONSTRUCT MANHOLE (PIPE TO PIPE) PER OCPW STANDARD PLAN 321-2-OC (SPPWC STANDARD PLAN 321-2) MODIFIED WITH TWO LATERALS	1	EA	\$ 12,250.00	\$ 12,250.00
15	42	10.0.13	CURB INLET FILTER BOX	1	EA	\$ 38,000.00	\$ 38,000.00
82	43	10.0.14	CONCRETE BENCH CROSSING TO DOWN DRAIN (PER DETAIL 1/D4)	1	EA	\$ 11,200.00	\$ 11,200.00
69	44	10.0.15	RIP RAP PAD OVER 12 OZ/SY GEOTEXTILE (PER DETAIL 1/D3)	100	SF	\$ 27.00	\$ 2,700.00

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83	45	10.0.16	CONSTRUCT CONCRETE HEADWALL TO PIPE WITH WARPED WING WALLS PER CAL TRANS STD. PLAN NUMBER D86B – (PIPE DIAMETER "D" AND APRON LENGTH "L" PER PLAN)	2	EA	\$ 13,800.00	\$ 27,600.00
72	46	10.0.17	BORE AND JACK 18-INCH REINFORCED CONCRETE PIPE (1750-D)	110	LF	\$ 1,700.00	\$ 187,000.00
11.0 PAVING (RESERVED)							
22	47	11.0.1	CONSTRUCT 0.20' MINIMUM ARHM OVERLAY PAVEMENT JOIN (PER DETAIL 4/D1)	12,000	SF	\$ 2.35	\$ 28,200.00
27, 28, 29, & 80	48	11.0.2	CONSTRUCT OFF-RAMP 0.20' ARHM/ 0.60' WARM MIX AC/1.25'AB/TYPE R2 GEOGRID; (PER DETAILS 1/D2, 2/D2, 3/D2, AND 4/D2)	18,000	SF	\$ 13.00	\$ 234,000.00
23, 24, 25, & 26	49	11.0.3	CONSTRUCT ON-RAMP 0.20' ARHM/ 0.60' WARM MIX AC/1.25'AB/TYPE R2 GEOGRID; (PER DETAILS 1/D1, 2/D1, 3/D1, AND 5/D1)	23,000	SF	\$ 12.25	\$ 281,750.00

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47	50	11.0.4	CONSTRUCT AB ACCESS ROAD; 1.50-FEET AB OVER 8 OZ/SY GEOTEXTILE ON COMPACTED SUBGRADE	57,000	SF	\$ 2.60	\$ 148,200.00
64	51	11.0.5	CONSTRUCT MAINTENANCE ACCESS PATH; 0.50-FEET AB OVER 8 OZ/SY GEOTEXTILE ON COMPACTED SUBGRADE	35,000	SF	\$ 1.45	\$ 50,750.00
34	52	11.0.6	CONSTRUCT 0.35' WARM MIX AC/ 0.50' AB PAVEMENT SECTION	850	SF	\$ 19.00	\$ 16,150.00
50	53	11.0.7	PAINT 4-INCH WHITE LINE PER CALTRANS STD PLAN A20A DETAIL 8	400	LF	\$ 1.65	\$ 660.00
51	54	11.0.8	PAINT 8-INCH WHITE CHANNELIZING LINE (NO RPMS) PER CALTRANS STD PLAN A20D DETAIL 38A	250	LF	\$ 3.26	\$ 815.00
52	55	11.0.9	PAINT 4-INCH WHITE RIGHT EDGE LINE (NO RPMS) PER CALTRANS STD PLAN A20B DETAIL 27B	1,100	LF	\$ 1.10	\$ 1,210.00

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53	56	11.0.10	PAINT 6-INCH WHITE BIKE LANE INTERSECTION LINE (NO RPMS) PER CALTRANS STD PLAN A20D DETAIL 39A	1,600	LF	\$ 0.55	\$ 880.00
54	57	11.0.11	PAINT 6-INCH WHITE BIKE LANE LINE (NO RPMS) PER CALTRANS STD PLAN A20D DETAIL 39	700	LF	\$ 1.65	\$ 1,155.00
55	58	11.0.12	PAINT 8-INCH WHITE CHANNELIZING LINE WITH ONE-WAY CLEAR RETROREFLECTIVE CHANNELIZING MARKERS PER CALTRANS STD PLAN A20D DETAIL 38	800	LF	\$ 3.20	\$ 2,560.00
56	59	11.0.13	PAINT 8-INCH WHITE CROSS-HATCHING LINES (NO RPMS) AT 45 DEGREE ANGLE; 10' SPACING	30	LF	\$ 3.50	\$ 105.00
57	60	11.0.14	PAINT 12-INCH WHITE CROSSWALK OR LIMIT LINE (NO RPMS) PER CALTRANS STD PLAN A24E	135	LF	\$ 5.80	\$ 783.00

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58	61	11.0.15	PAINT 4-INCH YELLOW RAMP LEFT EDGE LINE WITH ONE-WAY YELLOW RETROREFLECTIVE MARKERS PER CALTRANS STD PLAN A20B DETAIL 25A	325	LF	\$ 2.00	\$ 650.00
59	62	11.0.16	PAINT TYPE V ARROW PER CALTRANS STD PLAN A24A	2	EA	\$ 240.00	\$ 480.00
60	63	11.0.17	PAINT BIKE LANE TEXT AND BIKE LANE ARROW PER CALTRANS STD PLAN A24A AND A24D	6	EA	\$ 105.00	\$ 630.00
61	64	11.0.18	PAINT STOP OR STOP AHEAD TEXT PER CALTRANS STD PLAN A24D	6	EA	\$ 300.00	\$ 1,800.00
76	65	11.0.19	PAINT TYPE IV (R) ARROW PER CALTRANS STD PLAN A24A	3	EA	\$ 85.00	\$ 255.00
12.0 HABITAT MITIGATION (RESERVED) - NOT USED							
13.0 MISCELLANEOUS CIVIL							
44	66	13.0.1	INSTALL METAL BEAM GUARD RAILING, PER CALTRANS STD PLAN A77L1, A77M1, A77N3, AND A77N4	900	LF	\$ 52.00	\$ 46,800.00

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45	67	13.0.2	INSTALL METAL BEAM GUARD RAILING, END TREATMENT TYPE 11A PER CALTRANS STD PLAN A77E1	7	EA	\$ 5,300.00	\$ 37,100.00
86	68	13.0.3	INSTALL DEAD END GUARD RAIL SECTION PER OCPW STD. PLAN 1401	80	LF	\$ 77.00	\$ 6,160.00
30 & 31	69	13.0.4	CONSTRUCT CURB AND GUTTER TYPE A2-8, W=2'; PER OCPW STD PLAN 120- 1-OC	3,000	LF	\$ 60.00	\$ 180,000.00
33	70	13.0.5	CONSTRUCT 4" PCC SIDEWALK, PER OCPW STD PLAN 120-2, 1205, AND 1209; W PER PLAN	8,000	SF	\$ 8.50	\$ 68,000.00
35	71	13.0.6	CONSTRUCT ADA COMPLIANT DRIVEWAY APPROACH WITH 1" LIP, T=6", WIDTH PER PLAN PER OCPW STANDARD PLAN 1210	275	SF	\$ 50.00	\$ 13,750.00
65	72	13.0.7	CONSTRUCT ADA CURB RAMP TYPE 4 (MODIFIED) PER OCPW STANDARD PLAN 1115 AND DETAIL 4/D4	400	SF	\$ 43.25	\$ 17,300.00

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66	73	13.0.8	INSTALL TYPE I PEDESTRIAN BARRICADE AND NO PED CROSSING SIGN PER CALTRANS STD PLAN ES-7Q	1	LS	\$ 2,700.00	\$ 2,700.00
36	74	13.0.9	CONSTRUCT 5' CHAIN LINK FENCE PER OCPW STD PLAN 600-3-OC	500	LF	\$ 40.00	\$ 20,000.00
36	75	13.0.10	INSTALL SALVAGED 5' CHAIN LINK FENCE ON NEW POSTS PER OCPW STD PLAN 600-3-OC	1,750	LF	\$ 31.00	\$ 54,250.00
37	76	13.0.11	CONSTRUCT 5' CHAIN LINK DRIVE GATE, PER OCPW STD PLAN 600-3-OC; WIDTH=20 FEET	2	EA	\$ 3,600.00	\$ 7,200.00
37	77	13.0.12	CONSTRUCT 5' CHAIN LINK DRIVE GATE, PER OCPW STD PLAN 600-3-OC; WIDTH=36 FEET	2	EA	\$ 3,900.00	\$ 7,800.00
62	78	13.0.13	INSTALL ROADWAY SIGN; TYPE PER PLAN ON POST PER OCPW STD PLANS 1409 AND 1417	30	EA	\$ 335.00	\$ 10,050.00

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32	79	13.0.14	REINSTALL SALVAGED DISINTERGRATED GRANITE STABILIZED PORTLAND CEMENT BINDER (4 INCHES THICK)	500	SF	\$ 16.00	\$ 8,000.00
84	80	13.0.15	RECONSTRUCT LOCAL DEPRESSION CURB AND GUTTER; LENGTH PER PLAN (PER DETAIL 9/D4)	1	LS	\$ 4,250.00	\$ 4,250.00
14.0 STORM-WATER PROTECTION/EROSION CONTROL (RESERVED)							
EC-1	81	14.0.1	HYDROSEEDING / MULCH	235,000	SF	\$ 0.32	\$ 75,200.00
EC-2	82	14.0.2	FIBER ROLLS (PER DETAILS 1/D5 AND 2/D5)	11,500	LF	\$ 4.10	\$ 47,150.00
EC-3	83	14.0.3	INSTALL GRAVEL BAG CHEVRON SET (PER DETAIL 3/D5)	30	EA	\$ 270.00	\$ 8,100.00
EC-3	84	14.0.4	INSTALL 3-INCH THICK COUNTY SUPPLIED MULCH ON SLOPES	235,000	SF	\$ 0.24	\$ 56,400.00
15.0 CONSTRUCTION SURVEY (RESERVED)							
-	85	15.0.1	PROJECT SURVEY	1	LS	\$ 95,000.00	\$ 95,000.00
16.0 CONTRACTOR/QA/QC (RESERVED) - NOT USED							
SPECIAL PROVISION SUBTOTAL						\$	4,642,239.00
17.0 ALLOWANCES							
-	87	17.0.1	ALLOCATION FOR DIESEL FUEL PRICE ADJUSTMENT (DEL)	1	T&M	\$ 50,000.00	\$ 50,000.00

County of Orange, OC Public Works
Sukut Construction, LLC

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-	88	17.0.2	SUPPLEMENTAL WORK (DEL)	1	T&M	\$500,000.00	\$ 500,000.00
ALLOWANCES SUBTOTAL						\$550,000.00	
TOTAL CONSTRUCTION COST						\$ 5,192,239.00	

SIGNATURE PAGE FOLLOWS

County of Orange, OC Public Works
Sukut Construction, LLC

MA-299-23010965

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

SUKUT CONSTRUCTION, LLC
a California Corporation

Date: 4/14/2023

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: 4/14/2023

By: Oren Post

Oren Post Chief Financial Officer

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 2nd 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: _____

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

By: William Mule

Date: 4/14/2023