

**County of Orange, OC Public Works  
Bitech Construction Company Inc.****CT-012-22010325****COUNTY OF ORANGE CONTRACT CT-012-22010325**

William R. Mason Regional Park Entry Driveway and Roadway Improvements

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 Bitech Construction Company Inc. (“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:

- a. removal and replacement of landscape and irrigation within the roundabout, and medians;
- b. removal and replacement of damaged curb and gutter;
- c. ADA upgrades;
- d. Signing and striping;
- e. remove existing deteriorated asphalt pavement and replace with combination regular asphalt and permeable asphalt;
- f. add lighting to existing roundabout;
- g. raised crosswalk; and,
- h. Wayfinding signs.

**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 One Million Two Hundred Sixteen Four Hundred Eighty Eight Dollars and Five Cents (**\$1,216,488.05**), 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.

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**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 **120 calendar days** of the effective date of the Notice to Proceed ("Contract Time") and 1 year of plant establishment and maintenance. The Contract Time includes **10 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 Eleven Thousand Dollars (\$11,000) 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.

**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% 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

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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.

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**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.

**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

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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, 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

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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.

**11. 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.

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**12. BID SCHEDULE**

Item	Description	Unit	Quantity	Unit Price	Item Total
1	Mobilization	LS	1	\$125,650	\$125,650
2	Permit Requirements	LS	1	\$8,500	\$8,500
3	Inspection and Report of Existing Site Conditions	LS	1	\$2,750	\$2,750
4	Dust Control	LS	1	\$36,000	\$36,000
5	Clearing and Grubbing	LS	1	\$18,400	\$18,400
6	Erosion and Sediment Control Plan (ESCP)	LS	1	\$28,455	\$28,455
7	Project Information Sign	EA	1	\$4,300	\$4,300
8	Maintain Traffic and Detours	LS	1	\$13,000	\$13,000
9	Progress Schedule (CPM)	LS	1	\$5,000	\$5,000
10	Develop Water Supply	LS	1	\$5,000	\$5,000
11	Archeologist	LS	1	\$20,361	\$20,631
12	Unclassified Excavation	CY	250	\$180	\$45,000
13	Remove (and Dispose of) Existing Asphalt Concrete Pavement	SF	11,300	\$2	\$22,600
14	Remove (and Dispose of) PCC (Unreinforced) - Existing Curb Ramp	EA	4	\$1,000	\$4,000
15	Remove (and Dispose of) PCC (Unreinforced) - Existing Concrete Sidewalk	SF	630	\$2	\$1,260
16	Remove (and Dispose of) PCC (Unreinforced) - Existing Concrete Curb and Gutter	LF	440	\$12	\$5,280
17	Remove (and Dispose of) PCC (Unreinforced) - Existing Concrete Curb	LF	420	\$7	\$2,940
18	Remove (and Dispose of) Existing Bollards	EA	3	\$500	\$1,500
19	Remove (and Dispose of) Existing Roadside Signs	EA	3	\$350	\$1,050
20	Reset Mailbox	EA	1	\$500	\$500
21	Remove Traffic Stripes and Pavement Markings	LS	1	\$6,875	\$6,875
22	Cold Plane Existing Asphalt Concrete Pavement (2")	SF	22,800	\$0.65	\$14,820
23	Construct 2" ARHM With ARAM	TON	273	\$510	\$139,230
24	Construct Curb Ramp Type 4 (MOD) Per Details on Sheet CD-01	EA	2	\$5,000	\$10,000
25	Construct Curb Ramp Per Detail on Sheet CD-02	EA	2	\$5,500	\$11,000

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Item	Description	Unit	Quantity	Unit Price	Item Total
26	Construct Concrete Curb and Gutter Type A2-6 (W=2') per OCPW Std Plan 120-2	LF	280	\$60	\$16,800
27	Construct Concrete Curb Type A1-6 Per OCPW Std Plan 120-2	LF	250	\$30	\$7,500
28	Construct 4" Thick Concrete Sidewalk Per OCPW Std Plan 1205	SF	640	\$10	\$6,400
29	Construct Sidewalk with Bridge Railing per Detail on Sheet CD-02	LF	60	\$200	\$12,000
30	Construct 7" AC (PG-64)	TON	49	\$213	\$10,437
31	Construct 6" Concrete Pavement	CY	31	\$400	\$12,400
32	Construct 6" Pervious Concrete Pavement	CY	150	\$690	\$103,500
33	Construct 4" CAB	CY	100	\$85	\$8,500
34	Construct Reverse Parkway Culvert Per Detail on Sheet CD-03	EA	1	\$8,000	\$8,000
35	Construct Concrete Curb Ramp Type 6 (MOD) Per Detail on Sheet CD-03	EA	1	\$5,000	\$5,000
36	Install New Arm Gate	EA	1	\$10,868	\$10,868
37	Construct Removeable Bollards	EA	2	\$1,200	\$2,400
38	Relocate Existing Street Light with New Conduit and Wires	EA	2	\$17,250	\$34,500
39	Traffic Striping	LF	1,960	\$2.50	\$4,900
40	Pavement Markings	SF	556	\$14.50	\$8,062
41	Roadside Sign - One Post	EA	7	\$500	\$3,500
42	Construct Riprap per Detail on Sheet G-01	CY	7	\$560	\$3,920
43	Install 2" PVC Irrigation Sleeves	LF	235	\$29	\$6,815
44	Install 3" PVC Irrigation Sleeves	LF	64	\$30	\$1,920
45	Install 4" PVC Irrigation Sleeves	LF	152	\$40	\$6,080
46	Install Electrical Conduit, Sleeves, and Wiring for Uplights	LS	1	\$10,770	\$10,770
47	Wayfinding Signages	LS	1	\$50,000	\$50,000
48	Soil Preparation	SF	16035	\$0.60	\$9,621
49	Import Topsoil	CY	166	\$94.50	\$15,687
50	Cobble	TON	5	\$488.40	\$2,442
51	Bioinfiltration Soil Media	CY	533	\$92	\$49,036
52	Stamped and Color Concrete	SF	1970	\$30	\$59,100
53	Wood Railing	LG	56	\$160	\$8,960
54	Landscape Boulders	TON	54	\$170	\$9,180
55	Mow Strip	LF	215	\$25	\$5,375

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Item	Description	Unit	Quantity	Unit Price	Item Total
56	Decomposed Granite	SF	330	\$9	\$2,970
57	Flagpole	EA	2	\$8,375	\$16,750
58	Uplights	EA	3	\$1,700	\$5,100
59	Irrigation System	SF	16,035	\$3.74	\$59,970.90
60	Existing Irrigation Testing & Modification Allowance	EA	1	\$12,420	\$12,420
61	Trees, 24" Box	EA	5	\$356.50	\$1,782.50
62	Shrubs, 5 Gal	EA	81	\$26.45	\$2,142.45
63	Shrubs/Groundcovers, 1 Gal	EA	2206	\$9.20	\$20,295.20
64	Root Barriers	LF	20	\$12	\$240
65	Bark Mulch (3" Deep at Shrub & Groundcover areas)	CY	83	\$150	\$12,450
66	Compost Mulch (3" Deep at Bioinfiltration Planter Areas)	CY	45	\$150	\$6,750
67	Sod	SF	2380	\$1.85	\$4,403
68	Maintenance, 1 year	MO	12	\$1,150	\$13,800
			BASE CONSTRUCTION TOTAL:		\$1,186,488.05
	Allowance No. 1 for Contingency	LS	1	20,000	20,000
	Allowance No. 2 for Permits	LS	2	10,000	10,000
			CONSTRUCTION TOTAL COST:		\$1,216,488.05

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

**BITECH CONSTRUCTION COMPANY INC.**  
a California Corporation

Date: 2/16/2022

By: Benjamin Kim

Benjamin Kim, 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: 2/16/2022

By: Benjamin Kim

Benjamin Kim, Secretary

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.)*

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

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

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

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

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

Date: 2/17/2022

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

By: William Ninh William Ninh  
Deputy