

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 12.1  
(ID # 13817)

**MEETING DATE:**

Tuesday, November 17, 2020

**FROM:** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Contract Award for the Construction of C2P5 and C3P2 Liner Expansion Project at Badlands Sanitary Landfill, District 5 [\$2,331,558 – Department of Waste Resources Enterprise Funds 100%] (CEQA – Nothing Further Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Addendum No. 1 to the Contract Documents for the Construction of C2P5 and C3P2 Liner Expansion Project at Badlands Sanitary Landfill to the plans and specifications issued prior to the October 1, 2020 bid opening date; and
2. Waive immaterial irregularities and accept the bid submitted by Sukut Construction, LLC, in the amount of \$2,331,558 for the Construction of C2P5 and C3P2 Liner Expansion Project at Badlands Sanitary Landfill; and
3. Award and approve the Construction Agreement and authorize the Chairman to execute the Agreement on behalf of the Department of Waste Resources (Department); and
4. Authorize the General Manager-Chief Engineer of the Department to execute change orders to the contract as approved by County Counsel, in accordance with Article 3.5 of the Public Contract Code, and the limits set forth in Section 20142 therein.

**ACTION:** Policy

  
Hans Keinkamp, General Manager - Chief Engineer 10/27/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 17, 2020  
xc: Waste Resources

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 2,331,558	\$ 0	\$ 2,331,558	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Department of Waste Resources Enterprise Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On September 1, 2020, the Board approved the contract documents for the C2P5 and C3P2 Liner Expansion Project at the Badlands Sanitary Landfill, and authorized the Department to advertise for bids (Agenda Item 12.1, MT ID#13305). During the advertisement period, the Department issued one (1) Addendum. On October 1, 2020, a total of four (4) bids were received, with Sukut Construction, LLC submitting the lowest responsible bid. After review of the bid results, Department staff has determined that Sukut Construction, LLC has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are in order and in conformance with the bid requirements. A summary of the bids received, along with the Construction Agreement between the County and Sukut Construction, LLC and the required performance and payment bonds and certificate of insurance are attached herewith.

**Prev. Agn. Ref.:** M.O. 12.1 of 01/25/2011 (approved CEQA documents)  
M.O. 12.2 of 12/15/2015 (approved CEQA Addendum)  
M.O. 12.1 of 9/1/2020 (approval of contract documents)

**California Environmental Quality Act (CEQA) Findings**

On January 25, 2011 (M.O. 12.1), the County adopted the Environmental Assessment/Mitigated Negative Declaration (EA/MND) for the Badlands Landfill SWFP Revision Project (SCH No. 2010101090) and adopted Addendum No. 1 to the EA/MND on December 15, 2015 (M.O. 12.2). On September 1, 2020, the Board approved the contract documents for Project construction (M.O. 12.1) and a Notice of Determination (NOD) was filed with the County Clerk. The 30-day statute of limitations for review and comment expired, with no comments or challenges to the NOD received.

This Project simply awards the contract for the work previously analyzed with no new significant impacts identified, as such, nothing further is required under CEQA.

**Impact on Residents and Businesses**

This project extends the life of the Badlands Landfill, allowing the Department to continue to provide disposal service to the Citizens and Businesses of Riverside County and the region.

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STATE OF CALIFORNIA**

**Additional Fiscal Information**

Budget for this work will be provided from Fund 40200, Department ID - 4500100000.

**Contract History and Price Reasonableness**

This is a public works construction contract with a specified duration of 110 working days for completion. Due to the competitive bid process, and an Engineer's Estimate of \$2,310,000 for this project, Department staff believes that the submitted bid amount is reasonable.

**ATTACHMENTS:**

**ATTACHMENT A: Construction Agreement**

**ATTACHMENT B: Certificates of Insurance**

**ATTACHMENT C: Performance and Payment Bonds**

**ATTACHMENT D: Declaration of Sufficient Funds**

**ATTACHMENT E: Bid Summary**

  
\_\_\_\_\_  
Scott Bruckner 11/9/2020

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 11/2/2020



SUKUT CONS

RFINLAYSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine, CA 92614	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (949) 553-9800	<b>FAX (A/C, No):</b> (949) 553-0670	
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  Sukut Construction, LLC 4010 W. Chandler Avenue Santa Ana, CA 92704	<b>INSURER A:</b> American Contractors Ins. Co RRG	12300	
	<b>INSURER B:</b> ACIG Insurance Company	19984	
	<b>INSURER C:</b> Starr Indemnity & Liability Co	38318	
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>XCU</b> <input checked="" type="checkbox"/> <b>Cont. Liab.</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GL20A00047 - SEE NOTES	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 <b>Deductible</b> \$ 0	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		AL20000014	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <b>Deductible</b> \$ 0	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	WCA000018120 - SEE NOTES	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> <b>PER STATUTE</b> <input type="checkbox"/> <b>OTH-ER</b> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Pollution Liability</b>			1000065685201	6/1/2020	6/1/2021	<b>Occurrence</b> 5,000,000	
C	<b>Pollution Liability</b>			1000065685201	6/1/2020	6/1/2021	<b>Aggregate</b> 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Badlands Sanitary Landfill - C2P5 and C3P2 Liner Expansion Project. glaip/auai/wcuv  
 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements.  
 This Insurance shall apply as Primary and Non-Contributory per attached endorsement.  
 Waiver of Subrogation for Workers' Compensation: See Attached Endorsements.

**CERTIFICATE HOLDER**

**CANCELLATION**

County of Riverside  
 Riverside County Department of Waste Resources  
 14310 Frederick Street  
 Moreno Valley, CA 92553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

AGENCY		NAMED INSURED <b>Sukut Construction, LLC</b> 4010 W. Chandler Avenue Santa Ana, CA 92704	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

**Cancellation:**

\*Except 10 Days Notice of Cancellation for Non-Payment of Premium.

\*Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.\*

**General Liability:**

Continued Policy Numbers: **GL20B00047, GL20C00047**

**Workers' Compensation:**

Continued Policy Numbers: **WCA000018120, WCA000017620**

## ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
  2. Unless specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
  3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
  4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
    - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
    - b) Supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
  5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
  6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
  7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2020

Policy No.: GL20A00047

Endorsement No.:

Insured: Sukut Construction, LLC

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

## ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

- (1) The limit of insurance will not be greater than that required by such contract.
- (2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions and conditions of this policy will apply.
- (4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2020

Policy No.: AL20000014

Endorsement No.:

Insured: Sukut Construction, LLC

Premium \$

Insurance Company: American Contractors Insurance Co RRG

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\*% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Whoever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

★ No Additional Premium to be applied

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2020

Policy No.  
WCA000018120 &23320

Endorsement No.  
Premium \$

Insured Sukut Construction, LLC

Carrier Name/Code: ACIG Insurance Company



# SUKUT CONSTRUCTION, LLC

## SPECIAL MEETING OF THE BOARD OF DIRECTORS ELECTION OF OFFICERS

A telephonic meeting of the Board of Directors of Sukut Construction, LLC (the "Company") was held at 4010 West Chandler Avenue, in the City of Santa Ana, State of California, on June 4, 2020 at 11:00 a.m.

Present at the meeting were Dave Grattan, Don Barnes, Mike Crawford, Mike Ortiz, Mike Zanaboni, Steve Yurosek, and Paul Kuliev, constituting the full membership of the Board. Mike Crawford acted as the Chairperson and Paul Kuliev acted as the Secretary of the meeting.

The Board approved the ability of the below officers to sign contracts on the Company's behalf. This approval is effective immediately and their individual ability to bind the Company to such contracts shall remain in effect until such time as respective successors are chosen by the Board.

Mike Crawford	Chairman
Mike Greenlee	Vice President
Eddie Juarez	Vice President
Paul Kuliev	Chief Financial Officer and Company Secretary
Eric Mauldin	Vice President
Felipe Olivar	Vice President
Steve Yurosek	CEO & President
Mike Zanaboni	Vice President

Votes being duly cast by all directors, the Chairman announced that the aforementioned individuals had been unanimously elected to the office indicated next to their names to assume the duties and responsibilities as established in the By-Laws.

Dated: June 4, 2020

  
Paul Kuliev  
Company Secretary

## SUKUT CONSTRUCTION, LLC

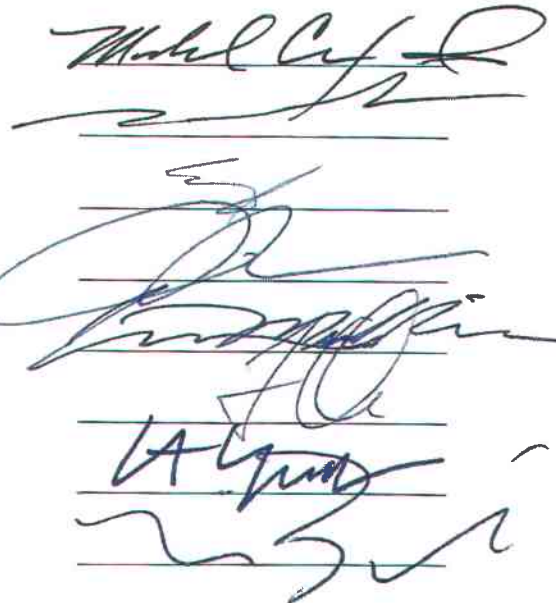
### DIRECTORS RESOLUTION AUTHORIZING OFFICERS AS SIGNATORIES TO CONSTRUCTION CONTRACTS

RESOLVED, that the individuals listed below are authorized and empowered to enter into construction contracts for and on behalf of this Company.

RESOLVED FURTHER, that all contracts for the performance of work shall be valid and binding on the Company only when signed by the individuals listed below.

RESOLVED FURTHER, that the individuals listed below are elected, qualified and acting officers of the Company, holding on the date set forth herein the title indicated next to their name.

Mike Crawford	Chairman
Mike Greenlee	Vice President
Eddie Juarez	Vice President
Paul Kuliev	CFO & Company Secretary
Eric Mauldin	Vice President
Felipe Olivar	Vice President
Steve Yurosek	CEO & President
Mike Zanaboni	Vice President



Dated: June 4, 2020



Paul Kuliev  
Company Secretary

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of November 17, 2020 and is by and between the COUNTY OF RIVERSIDE, on behalf of its Department of Waste Resources, a political subdivision of the State of California, (County) and Sukut Construction, LLC (Contractor).

### IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items necessary to perform the Work for the project, C2P5 And C3P2 Liner Expansion Project at the Badlands Sanitary Landfill, and Contractor shall do all things necessary to accomplish and complete the Work described in and in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
2. Contract Documents. The Contract Documents for the project are:
  - (a) Notice Inviting Bids to Contractors;
  - (b) Instructions to Bidders;
  - (c) Contractor's Proposal, including List of Subcontractors, Contractor's Statement of Licensure, Contractor's Statement of Qualifications, Non-Collusion Declaration, Iran Contracting Act Certification;
  - (d) Bid Bond;
  - (e) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
  - (f) Performance Bond;
  - (g) Payment Bond;
  - (h) General Provisions;
  - (i) Technical Specifications for C2P5 And C3P2 Liner Expansion Project at the Badlands Sanitary Landfill;
  - (j) Appendix A – QA/QC Plan;
  - (k) Appendix B – Landfill Site Rules;
  - (l) Appendix C – Fugitive Dust Control Requirements;
  - (m) Appendix D – Title V Refuse Excavation Requirements;
  - (n) Appendix E – Procedures for the Placement of Protective Cover Soil (PCS) Material
  - (o) Appendix F – Procedures for the Removal of Protective Cover Soil (PCS) Material
  - (p) Appendix G – Project Drawings for C2P5 And C3P2 Liner Expansion Project;
  - (q) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
  - (r) Any other documents included in or incorporated into the Contract Documents;
  - (s) Addenda No.1;
  - (t) Orders, instructions, drawings and plans issued by County during the course

ADMINISTRATIVE PROVISIONS

of the Work in accordance with the provisions of the Contract Documents.

Each of the above-mentioned documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.

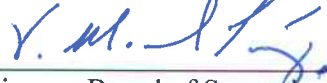
3. Contract Time for Completion – The Work shall be commenced on a date to be specified in a written “Notice To Proceed” to be issued by the County and shall be completed within the duration specified in the Technical Specifications. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.
4. Contract Price –
  - (a) Compensation to be paid to Contractor – The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of: Two Million, Three Hundred Thirty One Thousand, Five Hundred and Fifty Eight (\$2,331,558.00), subject to additions and deductions as provided in this Agreement.
  - (b) Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. Contractor represents that it fully understands the payment method for the Work.

RIVERSIDE COUNTY DEPARTMENT OF  
WASTE RESOURCES  
14310 Frederick Street  
Moreno Valley, CA 92553

By:   
Hans W. Kernkamp  
General Manager – Chief Engineer

Date: 10/27/20

COUNTY OF RIVERSIDE

By:   
Chairman, Board of Supervisors

Date: 11.17.20


ATTEST:

By:   
Deputy

Date: 11.17.20

(Seal)

Sukut Construction, LLC  
CONTRACTOR

By:   
Name: Eddie Juarez  
Title: Vice President  
(If corporation, attach corporate seal)

Date: 10-7-20

FORM APPROVED COUNTY COUNSEL  
BY:  11-2-2020  
DATE  
CYNTHIA M. GUNZEL

**EXHIBIT A**

(Construction Agreement for the Riverside County Department of Waste Resources, C2P5 And C3P2 Liner Expansion Project at the Badlands Sanitary Landfill, located in Riverside County, California.)

It is understood that the quantities listed (except for those shown as “Final” or “Lump Sum (L.S.)”) are but estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

<b>ITEM NO.</b>	<b>ITEM OF WORK</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Construction Schedule	L.S.	1	15,000.50	15,000.50
2	Prepare and Implement NPDES SWPPP	L.S.	1	15,000.00	15,000.00
3	Mobilization and Demobilization	L.S.	1	170,000.00	170,000.00
4	Develop Water	L.S.	1	20,000.00	20,000.00
5	Demolition	L.S.	1	5,000.00	5,000.00
6	Engineered Fill	C.Y.	10,014	12.00	120,168.00
7	Over-Excavation and Placement of Engineered Fill	C.Y.	2,000	9.50	19,000.00
8a	Refuse Excavation and Disposal	C.Y.	5,000	11.00	55,000.00
8b	Refuse Excavation Final Cover	C.Y.	600	15.00	9,000.00
9	Finished Subgrade Surface Preparation for Geosynthetics (FSSP)	S.F.	296,182	0.35	103,663.70
10	Excavate and Backfill Anchor Trench (3'x2')	L.F.	2,395	22.00	52,690.00
11	Excavate and Backfill Anchor Trench (1'x1')	L.F.	225	16.00	3,600.00
12	Furnish and Install GCL	S.F.	310,000	1.10	341,000.00
13	Furnish and Install 60-mil HDPE Liner	S.F.	310,000	0.95	294,500.00
14	Furnish and Install 16 oz/sy geotextile	S.F.	310,000	0.60	186,000.00
15	Construct PCS Layer	C.Y.	11,687	11.00	128,557.00
16	Stockpile PCS Material	C.Y.	25,000	4.25	106,250.00
17	Furnish and Install 8-mil Temporary Protective Membrane	S.F.	213,311	0.80	170,648.80

ADMINISTRATIVE PROVISIONS

18	Furnish and Install 2"-4" Rock	T	987	35.00	34,545.00
19	Furnish and Install Crush Miscellaneous Base (CMB)	T	730	20.00	14,600.00
20	Furnish and Install S-Fence	L.F.	40	5.25	210.00
21	Furnish and Install 8" HDPE Cleanout Line	L.F.	95	75.00	7,125.00
<b>Optional Bid Items</b>					
22	Daily Cover Haul	C.Y.	80,000	3.25	260,000.00
23	Authorized Time and Materials	L.S.	1	200,000	200,000

For the Total Bid Proposal of:

**TOTAL COST (State in Figures) \$ 2,331,558.00**

**Two Million Three Hundred Thirty One Thousand Five Hundred Fifty Eight and no cents**

(Write out Total Bid Amount in Words)



**PERFORMANCE BOND**  
(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors (“Board”) for the County of Riverside, (“County”) and Sukut Construction, LLC, (“Contractor”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Construction of C2P5 And C3P2 Liner Expansion Project at Badlands Sanitary Landfill, AUGUST 2020**

(“Contract”) which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Contractor, as Principal on this Bond, is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Contractor and Liberty Mutual Insurance Company (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two Million Three Hundred Thirty One Thousand Five Hundred Fifty Eight and no/100 Dollars (\$ 2,331,558.00 ), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, to:

1. Perform all the work required to complete the Project; and
2. Pay to the County all damages the County incurs as a result of the Contractor’s failure to perform all the Work required to complete the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Contractor to pay liquidated damages), all obligations during the period of any warranties and guarantees of materials and workmanship

required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Contractor's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Contract (including without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Contractor by County under the Contract and any modifications thereto, less the amount previously paid by County to the Contractor and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Contractor in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Signature provisions on following page:

Sukut Construction, LLC

Affix Seal if Corporation

(Firm Name – Contractor)

4010 West Chandler Avenue

Santa Ana, CA 92704-5202

(Business Address)

By 

(Original Signature)

Eddie Juarez, Vice President

(Title)

Liberty Mutual Insurance Company

(Corporation Name – Surety)

790 The City Drive South, Suite 200

Orange, CA 92868

(Business Address)

By 

(Signature – Attached Notary's Acknowledgment)

Jeri Apodaca

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal

**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

ADMINISTRATIVE PROVISIONS

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

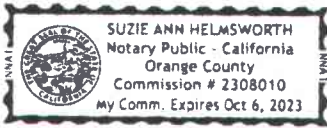
State of California )  
County of Orange )  
On 10/16/20 before me, Suzie Ann Helmsworth,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Eddie Juarez  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Suzie Ann Helmsworth*  
*Signature of Notary Public*



*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On OCT 07 2020 before me, Le-Kim H. Luu, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Jeri Apodaca  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

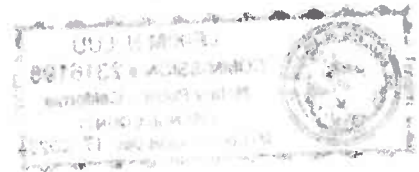
*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
Corporate Officer — Title(s): \_\_\_\_\_ Corporate Officer — Title(s): \_\_\_\_\_  
Partner —  Limited  General Partner —  Limited  General  
Individual  Attorney in Fact Individual  Attorney in Fact  
Trustee  Guardian or Conservator Trustee  Guardian or Conservator  
Other: \_\_\_\_\_ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz, Maria Guise, Kim Luu; Michael D. Parizino, Rachelle Rheault, Heather Saltarelli, James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this OCT 07 2020 day of



By: Renee C. Llewellyn, Assistant Secretary



Bond No. 24246903  
Premium Included in Performance Bond

**PAYMENT BOND**  
(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors ("Board") for the County of Riverside, ("County") and Sukut Construction, LLC, ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Construction of C2P5 And C3P2 Liner Expansion Project at Badlands Sanitary Landfill, AUGUST 2020**

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, said Contractor is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550 et seq.) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Contractor and Liberty Mutual Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two Million Three Hundred Thirty One Thousand Five Hundred Fifty Eight and no/100 Dollars (\$ 2,331,558.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

ADMINISTRATIVE PROVISIONS

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Contractor

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Signature provisions on following page:

Sukut Construction, LLC

**Affix Seal if Corporation**

**(Firm Name – Contractor)**

4010 West Chandler Avenue

Santa Ana, CA 92704-5202

**(Business Address)**

By 

**(Original Signature)**

*Eddie Suarez, Vice President*

**(Title)**

Liberty Mutual Insurance Company

**(Corporation Name – Surety)**

790 The City Drive South, Suite 200

Orange, CA 92868

**(Business Address)**

By 

**(Signature – Attached Notary's Acknowledgment)**

Jeri Apodaca

**ATTORNEY-IN-FACT**

**(Title-Attach Power of Attorney)**

**Affix Corporate Seal**

**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On 10/16/20 before me, Suzie Ann Helmsworth  
*Date Here Insert Name and Title of the Officer*  
personally appeared Eddie Juarez  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Suzie Ann Helmsworth*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On OCT 07 2020 before me, Le-Kim H. Luu, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Jeri Apodaca  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel, Jeri Apodaca, Reece Joel Diaz, Maria Guise, Kim Luu, Michael D. Parizino, Rachelle Rheault, Heather Saltarelli, James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this OCT 07 2020 day of



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**WORKERS' COMPENSATION CONTRACTOR CERTIFICATE**  
(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:


- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) I For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

Labor Code Section 1861 requires each Contractor to whom a public works Contract is awarded shall sign and file with the County the following certification prior to performing the Work of the public works construction Contract:

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.

By signing this certification, the Contractor understands the requirements of and agrees to comply with the aforementioned requirements.

Name of Contractor: Sukut Construction, LLC

By:   
Eddie Juarez

Title: Vice President

**DECLARATION OF SUFFICIENCY OF FUNDS  
(California Labor Code Section 2810)**

I, the undersigned, an authorized representative of Sukut Construction, LLC (“Bidder”) with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder’s employer identification number for state tax purposes is:  
37-1702665

2. The Bidder’s workers’ compensation insurance policy number is:  
WCA000018120 & WCA000017620

and the name, address, and telephone number of the insurance carrier providing said insurance is:

ACIG Insurance Company Phone: 972.702.9004  
2600 N Central Expy, Suite 800  
Richardson TX 7 5080

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder’s Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>
<b>SEE ATTACHED</b>		AL20000014	American Contractors Ins. Co RRG

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder’s Bid [If no such housing will be provided, enter “none”]:

None



YEAR	MAKE/MODEL	TYPE	VIN	PLATE #
2004	Chevy 2500	4x4 Crew Cab	1GBHC23U94F241471	7T82148
2000	Sterling	McClellan 4000g Fuel Body - TRUCRS 2020	2FZNAJBB6YAF19471	10628E1
1997	Ford L7500	Sterling Lube Body - TRUCRS 2020	1FTXN80E8VVA36944	7Y36506
2009	Chevy 1500	Hybrid 4x4 Crew Cab	2GCFK135791117724	8T76040
2009	Chevy 3500HD	4x2 Ext Cab Combo Body	1GBJC79K99E112342	8Z64683
2010	Chevy 1500	Hybrid 4x4	3GCUKUEJ6BG134675	29304B1
2009	Ford F750	Mechanics Body - TRUCRS 2023	3FRWF75DX9V143803	58197F1
2008	International 4300	8.8k Brutus Bed - TRUCRS 2023	1HTMMAAP08H651278	96164F1
2011	Chevy 1500	4x4 Hybrid Crew Cab	3GCUKUEJ98G207324	91802C1
2010	Ford F750	20' Lincoln Lube Body - TRUCRS 2023	3FRXF7FE7AV271223	85124W1
2004	Ford F550	XL Triton V10 - Lube Body	1FDAF56S14EC42535	60074T1
2011	Chevy 2500HD	4x4	1G00KVCG3BZ337759	72357F2
2011	Chevy 1500	LT 4x4	3GCPKSEABBG209006	29894E1
2011	Ford F750	Mechanics Body	3FRWF7FC7BV619274	10413E1
2004	Ford F650	Mechanics Body - TRUCRS 2021	3FRNF6SS34V689453	04209D1
2005	Chevy C4500	Mechanics Body 11' 4x4 - TRUCRS 2021	1GBE4C3205F519812	58196F1
2006	Ford F150	XL 2wd	1FTRF12WX6KD82662	01204E1
2011	International 4400	McClellan Fuel & Lube Body - SBA 1999	1HTMKAAN4BH341369	74896D1
2003	GMC C7500	Mechanics Body	1GDJ7E1E23F522519	7L48272
2002	Ford F650	XL Mechanics Body - TRUCRS 2020	3FDWF6SA52MA28708	6Y08658
2011	Chevy 3500HD	4x2 Combo Body	1GB4CZCGXBF205125	27800G1
2012	Chevy 2500HD	4x4 Reg Cab	1G00KVCG3CZ214609	77056G1
2012	Chevy 2500HD	4x4 Reg Cab	1G00KVCG2CZ134668	77059G1
2006	Chevy 3500HD	4x2 Flatbed	1GBJC34U86E217581	95092G1
2012	Ford F550	Mechanics Body	1FDUF5GTXCBE69605	47193H1
2011	Ford F650	Fuel Truck	3FRNF6FB3BV619270	78600J2
2012	Ford F550	Mechanics Body	1FDUF5GT0CE01333	46971H1
2007	Dodge 2500	Pickup	3D7KR29A77G794805	8P06309
2013	Chevy 1500	Hybrid 4x4	3GCUKUEJ7DG163556	01549K1
2013	International 4400	Fuel & Lube Body - SBA	1HTMKAAN4DH419734	51867E1
2013	Caterpillar CT660	Fuel & Lube Body	1HTJGTKT1D1400385	48380E1
2012	Ford F550	Mechanics Body	1FDUF5GT3CEB78937	80503H1
2012	Chevy 3500HD	4x2 Extra Cab	1GB5CZCG7CZ287920	54193L1
2013	Ford F550	Mechanics Body	1FDUF5GT8DEB14684	82260H1
2012	Freightliner M2	Mechanics Body	1FVACXDT6DHFG0298	10525N1
2013	Chevy 1500	4x4	1GCNKPEA5D2287508	75796L1
2013	Chevy 1500	4x4	1GCNKPEA2DZ111032	75795L1
2014	Chevy 1500	4x4 Club Cab	3GCUKRECKEG109118	69054M1
2012	Ford F650	Fuel Body, V10	3FRNF6HP4CV321966	07519M1
2010	Ford F250	XL 4x4 Crew Cab Combo Body	1FTSW2BY0AEB18799	97689Z1
2010	Ford F250	XL 4x4 Crew Cab Combo Body	1FTSW2BY7AEB18766	09240N1
2010	Ford F250	XL 4x4 Crew Cab Combo Body	1FTSW2BY3AEB18800	80160N1
2013	Chevy 1500	4x4 Extra Cab	1GCRKSE72DZ348628	68054M1
2013	Chevy 1500	4x4 Extra Cab	1GCRKSE7XDZ357352	68056M1
2013	Chevy 3500HD	Combo Body Club Cab	1GB4CZCG3DF181091	68067M1
2013	Ford F550	Mechanics Body	1FDUF5GT9DEB90747	10527N1

2013	Ford F550	Mechanics Body	1FDUF5GT2DEB30749	10526N1
2013	Chevy 1500	Extra Cab	1GCRKSE73DZ406861	68099M1
2013	Ford F650	Triton V10 Mechanics Body	3FRNF6HD0DV762548	97749M1
2012	Ford F650	2000g Fuel Body	3FRNF6HPXCV192356	95829F1
2014	Chevy 3500HD	Crew Cab Combo Body	1GB4CZCG9EF137369	69093M1
2013	Ford F650	Mechanics Body	3FRNF6HD3DV789601	88322N1
2014	Chevy 1500	4x2 Crew Cab	3GCPCPEH1EG263243	94240N1
2013	Ford F650	2000g Fuel Body	3FRNF6HD3DV780087	28426M1
2014	Chevy 1500	Crew Cab	3GCUKPEH8EG349140	25500P1
2014	Chevy 1500	Crew Cab	3GCUKPEH9EG349163	25501P1
2014	Chevy 1500	Crew Cab	3GCUKPEH1EG372050	25523P1
2014	Chevy 1500	Crew Cab	3GCUKPEH5EG372049	25524P1
2014	Ford F550	Triton V10 Mechanics Body	1FDUF5GY2EEA35038	34545P1
2014	Chevy 3500HD	Crew Cab	1GB4CZCG6EF115202	98956P1
2014	Chevy 3500HD	4x2 Combo Body	1GB3CZCGXEF151437	98965P1
2014	Ford F550	4x2 Triton V10 Mechanics Body	1FDUF5GY4EEA35039	35454P1
2012	Ford F350	XL 4x4 Extra Cab	1FT7X3B61CEB42667	92163S1
2014	Chevy 3500HD	Combo Body	1GB4CZCG8EF116559	03251S1
2014	Chevy 1500	4x4 Crew Cab	3GCUKPEHXEG403845	03252S1
2015	Ford F550	4x4 Mechanics Body	1FDUF5HT5FEA09165	92164S1
2015	Ford F650	Triton V10 Denardi Lube Bed	3FRNF6HP9FV567786	63069S1
2015	Ford F650	Triton V10 Lube Bed	3FRNF6HP6FV567759	90623K2
2014	Chevy 1500	4x4 Crew Cab	3GCUKPEH5EG415711	68339S1
2014	Chevy 3500HD	Combo Body	1GB4CZCG7EF127455	78029S1
2013	Ford F550	Mechanics Body	1FDUF5GTODEB37375	07393T1
2013	Ford F150	XL 4x4	1FTMF1EMODKF00090	09085U1
2013	Ford F150	XL 4x4	1FTMF1EM4DKF00092	89280K2
2013	Ford F150	XL 4x4	1FTMF1EM1DKF00096	09083U1
2015	Ford F650	Triton V10 Denardi Lube Bed	3FRNF6HP3FV704883	75472T1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH6EG525618	95264T1
2015	Chevy 3500HD	Combo Body	1GB4CYCG3FF152154	96660T1
2015	Chevy 1500	Z71 4x4 Crew Cab	3GCUKREC7FG287294	51891V1
2015	Chevy 1500	Z71 4x4 Crew Cab	3GCUKREC9FG169134	51893V1
2012	Ford F150	XL 4x4 Crew Cab	1FTFW1EF4CKD69531	25754V1
2014	Ford F150	XL 4x4 Crew Cab	1FTFW1ET1EKE39110	25753V1
2014	Chevy 1500	4x4 Single Cab	1GCNKPEH7EZ272751	52825V1
2014	Chevy 1500	4x4 Single Cab	1GCNKPEH9EZ270094	52824V1
2011	Chevy 3500HD	Flatbed	1GB3CZCG48F262741	02387F1
2015	Ford F550	Triton V10 Mechanics Body	1FDUF5GY2FED32800	03065W1
2015	Ford F650	Triton V10 Lube Bed	3FRNF6HP2FV730617	57887V1
2015	Peterbilt 337	Mechanics Body	2NP2HU7X4FM282416	35656W1
2015	Chevy 3500HD	Combo Body	1GB4CYCG8FF602090	07373W1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH5FG343054	61004W1
2015	Chevy 3500HD	4x4 Club Cab Combo Body	1GB4CYCG9FF601949	61003W1
2013	Chevy 1500	4x4 Single Cab Long Bed	1GCNKPE03DZ364562	84323W1
2015	Ford F650	Parts Truck - Flatbed 24'	3FRWF6FC8FV686286	59390V1
2015	Peterbilt 337	Mechanics Body	2NP2HU7X2FM282415	35657W1

2015	Chevy 1500	1500 4x4 Crew Cab	3GCUKPEH9FG341775	61640W1
2015	Ford F550	Triton V10 Mechanics Body	1FDUF5GYXFEB95847	3694151
2010	Ford F150	XL 4x4 Extra Cab	1FTFX1EVOAFB125554	91871W1
2015	Chevy 3500HD	Crew Cab Combo Body	1GB4CYCG3FF616463	62334W1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH5FG381951	62331W1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH9FG345373	62332W1
2015	Ford F150	XLT 4x4 Crew Cab	1FTFW1EF4EFA45846	85115W1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH0FG398298	14454X1
2015	Chevy 3500HD	Crew Cab Combo Body	1GB4CYCG1FF633987	90348X1
2012	Ford F550	Mechanics Body	1FDUF5GT0CEB24706	60371X1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH1FG399542	90349X1
2015	Chevy 2500HD	4x4 Crew Cab	1GC1KVEG9FF578797	06105Y1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH6FG446645	90972X1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH1FG399833	90971X1
2012	Caterpillar CT6605	2000 Gallon Lube Truck (TRK00282)	1HTJGKTSJ5650677	05048Z1
2011	Chevy 3500HD	4x4 Flatbed	1GB4KZCG8BF234741	05865Y1
2015	Chevy 1500	Crew Cab	3GCUKPEH7FG399870	91589X1
2015	Chevy 1500	Crew Cab	3GCUKPEH0FG407632	91591X1
2008	Ford F550	4x4 Mechanics Body	1FDAF57Y98ED93485	60913X1
2013	Peterbilt 337	Mechanics Body	2NP2HN7X4DM202651	03411Y1
2015	Chevy 1500	L7Z 4x4 Crew Cab	1GCUKSEC3FF205067	91580X1
2011	Ford F250	4x4 Crew Cab	1FTW2B61BEC21445	05971Y1
2011	Chevy 2500HD	4x4 Ext Cab	1GC2KVCG48Z278651	05867Y1
2011	Chevy 2500HD	4x4 Ext Cab	1GC2KVCGBZ380584	05866Y1
2011	Ford F150	4x4 Reg Cab	1FTNF1EF38KE04246	05969Y1
2011	Ford F150	4x4 Reg Cab	1FTNF1EF58KE04247	05970Y1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH1FG428716	92461X1
2014	International 4400	Parts Truck - Flatbed	3HAMSZR3ELD19148	16230W1
2012	Peterbilt	3000 Gallon Fuel Truck	2NP2HN8X0CM160587	15893A2
2015	Chevy 3500HD	4x4 Utility Bed	1GC5KZCG9F2127329	33859B2
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH5GG103203	69525Y1
2011	Peterbilt 337	S/A Fuel and Lube Body	2NP2HN7X0BM123121	05049Z1
2014	Chevy 3500HD	4x4 Crew Cab Utility Truck	1GB4KZCG4EF101768	05038Z1
2014	Chevy 3500HD	4x4 Crew Cab Utility Truck	1GB4KYCG4FF190494	05039Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH1GG116322	81601Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH8GG116334	81602Z1
2016	Peterbilt 337	Mechanics Body	2NP2HJ7X6GM357778	65075T1
2011	Ford F350	4x4 Crew Cab	1FT8W3867BEB97467	93069A2
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH9GG116343	83249Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH2GG135672	83248Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH8GG144005	59717J1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH2GG158790	86944M1
2016	Chevy 1500	4x4 Crew Cab	3GCUKREC7GG246360	83749Z1
2015	Chevy 3500HD	Crew Cab Combo Body	1GB4CYCGXG129049	42017A2
2014	Ford F250	XL Crew Cab	1FT7W2B66EEA22198	97433Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH6GG144844	58489M1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH4GG143644	26262J1

2016	Chevy 3500HD	Utility Truck	1GB4CYG0GF101812	58491M1
2011	Peterbilt 337	Mechanics Body	2NP2HM6X7BM130188	15392V1
2012	Peterbilt 337	Mechanics Body	2NP2HM6X7CM142696	70017C2
2015	GMC 1500	SLT 4x4 Crew Cab	3GTU2VEC3FG454372	48078X1
2014	Chevy 2500HD	4x4	1G00KVC9EF139497	66617C2
2016	Chevy 3500HD	Combo Body	1GB4CYG6GF167975	59361L1
2016	Ford F750	Lube Body	1FDPF7AY9GDA01298	97132D2
2012	Ford F750	2000 Gallon Water Truck	3FRNF7FAXCV442327	73062F2
2016	Chevy 1500	4x4 Crew Cab	3GCUKNECXGG329404	72385D2
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEC0GG330450	72384D2
2016	Chevy 1500	4x4 Reg Cab	1GCNKNEC6G2409917	73505D2
2016	Chevy 1500	4x4 Reg Cab	1GCNKNEC3GZ419935	73504D2
2016	Ford F550	4x2 Lube Truck	1FDUF5GY9GEB61206	51619B2
2016	Chevy 3500HD	Combo Body	1GB4CYG8GF182767	64276E2
2017	Ford F650	4x2 Grout Truck	1FDNF6AY3HD800802	33788D2
2017	Chevy 3500HD	Club Cab Combo Body	1GB4CYG3GF251428	67504E2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC2HG232277	67082E2
2017	Peterbilt 348	Parts Truck - Flatbed	2NP3J0X4HM415868	57617E2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC6HG362515	58251M1
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC0HG365488	46752G2
2014	Ford F550	Mechanics Body	1FDUF5GT6DEB80893	23199S1
2013	Ford F450	Contractor Body Welders Truck	1FDUF4GTXDEB77246	8K38886
2016	Ford F750	Lube Truck	1FDPF7DC2GDA01868	93319G2
2017	Ford F650	Parts Truck - Flatbed 24'	1FDWF6DC5HDB00790	82483B2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEH3HG248256	75207G2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEHXHG362139	75208G2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC3HG438773	75797G2
2016	Dodge 3500	Flatbed	3C7WRSAL7GG280562	09331H2
2015	Chevy 1500	LTZ 4x4 Crew Cab	3GCUKSEC8FG109949	42878J2
2015	Ford F750	2000 Gallon Fuel Truck	3FRPF7FC9FV708581	65464H2
2015	Ford F750	Lube Truck	3FRPF7FC4FV708584	65465H2
2015	Ford F750	Mechanics Body	3FRPF7FC8FV708586	65463H2
2018	Peterbilt 337	Mechanics Body	2NP2HJ7XOJM463702	30118H2
2017	Chevy 3500	Combo Body	1GB4CYG2HF167442	38609H2
2011	Ford F750	Mechanics Body	3FRWF7FJ5BV377776	43989J2
2017	Chevy 1500	Crew Cab	3GCUKNEC3HG464189	22766A2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC8HG458775	98767H2
2017	Chevy 3500HD	Club Cab Combo Body	1GB4CYG3HF217507	13920K2
2017	Chevy 3500HD	Club Cab Combo Body	1GB4CYG8HF204610	28662K2
2017	Chevy 3500HD	4x2 Combo Body	1GB3CYG4HF197828	96504H2
2017	Chevy 3500HD	Combo Body	1GB3CYG1HF200118	96505H2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC1HG460061	34805K2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC3HG460515	34807K2
2018	Chevy 3500HD	Crew Cab Combo Body	1GB4CYG8JF109180	99899T2
2018	Chevy 1500	4x4 Crew Cab	3GCUKSEC1JG263671	65705L2
2018	Chevy 1500	4x4 Crew Cab	3GCUKSEC6JG304988	65706L2
2018	Chevy 1500	4x4 Crew Cab	3GCUKNEC7HG463773	59310M2

2018	Chevy 1500	4x4 Crew Cab	3GCUKNEC3HG509244	65602M2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC6JG129160	96039M2
2011	Ford F750	Mechanics Body	3FRWF7FKXBV550538	11781N2
2018	Chevy 1500	4x4 Crew Cab	3GCUKNEH9JG153867	97751M2
2019	Chevy 1500	LTZ 4x4 Crew Cab	1GCUYGEL7KZ116333	38181P2
2019	Chevy 3500HD	Crew Cab Combo Body	1GB4CYG3JF274750	84889F2
2018	Ford F650	4x4 Mechanics Body	1FDUF5HTXHED79188	91798J2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF2KZ197250	61108R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF5KZ198585	61109R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF7KZ200337	61103R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF4KZ200892	61106R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF7KZ201633	61102R2
2019	Chevy 2500	LTZ 271 4x4 Crew Cab	1GC1KTEG9KF102273	45921S2
2019	Chevy 2500	4x4 Crew Cab	1GC1KREG1KF194336	26917T2
2019	Chevy 1500	4x4 Crew Cab	3GCUKNEC2JG532908	26916T2
2019	Ford F550	Combo Body	1FDUF5GYXKDA11748	55235S2
2019	Ford F550	GPS Body	1FDUF5GY4KDA11745	55224S2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF0KZ291028	56143T2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF5KZ289341	56142T2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF2KZ289412	29091U2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF1KZ289353	29093U2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF0KZ290588	29099U2
2013	Dodge 5500	4x4 Mechanics Body	3C7WRNBL5DG594951	66722V2
2013	Ford F550	XL Knapheide Lube	1FDUF5GT4CEB75318	66212V2
2019	Chevy MD6500	Mechanics Body	1HTKHPVM8KH811879	77942U2
2019	Chevy 1500	4x4 Club Cab	1GCUYAEFKZ317277	17296V2
2019	Chevy 1500	4x4 Club Cab	1GCUYAEF6KZ318006	17293V2
2017	Dodge 1500	Rebel 4x4 Crew Cab	1C6RR7YT0HS738523	27289J2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF2KZ317351	28876V2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF2KZ317239	29121V2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF2KZ317842	28867V2
2019	Chevy 3500HD	Crew Cab Combo Body	1GB4CYG1KF210545	03316V2
2019	Chevy 1500	4x4 Crew Cab	1GCPYAEH2KZ371588	41071W2
2019	Chevy 1500	4x4 Crew Cab	1GCPYAEH4KZ370877	41070W2
2016	Ford F150	4x4 Crew Cab	1FTEW1EG9GKE16742	33764D2
2012	Ford F550	XL Mechanics Body	1FDUF5GT3CEC34486	24747A3
2020	Chevy 1500	High Country 4x4 Crew Cab	1GCUVHEL0LZ130145	58648W2

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
10	\$451,000.00	

6. Check only one of the following boxes, as applicable:

- The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.
- The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

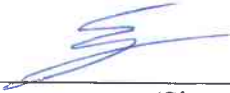
7. The actual or estimated total number of persons who will be utilized as independent Contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal Contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current Local, State and Federal Contractor License Identification Number</i>
None	

8. Check only one of the following boxes, as applicable:

- The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.
- The actual number of independent Contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent Contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 10<sup>th</sup> day of October, in the year 2020 at Santa Ana, California.



(Signature)

Eddie Juarez

Type Name of Signer:

Sukut Construction, LLC

Type Name of Bidder:



4010 W. CHANDLER AVE.  
SANTA ANA, CA 92704  
OFFICE: (714) 460-1000  
FAX: (714) 545-2003

SUKUT CONSTRUCTION

EQUIPMENT RENTAL RATES: (NON-OPERATED/Maintained)\*

	<u>DESCRIPTION</u>	<u>\$ HOURLY</u>
Scrapers	- CAT 657E	\$ 500.00
	- CAT 651E	\$ 350.00
	- CAT 637E	\$ 350.00
	- CAT 623F	\$ 200.00
Dozers	- CAT D-11T	\$ 550.00
	- CAT D-10T Ripper	\$ 350.00
	- CAT D-10N Push	\$ 330.00
	- CAT D-9T	\$ 300.00
	- CAT D-8T	\$ 200.00
	- CAT D-6T	\$ 165.00
	- CAT D-5K	\$ 150.00
Rubber-Tire Dozers	- CAT 834B	\$ 275.00
	- CAT 825B	\$ 220.00
	- CAT 824C	\$ 225.00
Motorgraders	- CAT 16H	\$ 210.00
	- CAT 14H	\$ 185.00
Loaders	- CAT 992G	\$ 550.00
	- CAT 990H	\$ 450.00
	- CAT 988H	\$ 270.00
	- CAT 980G	\$ 210.00
	- CAT 973C	\$ 200.00
	- CAT 966H	\$ 175.00
	- CAT 950H	\$ 135.00
Excavators	- CAT 5130B	\$ 550.00
	- CAT 5110B	\$ 500.00
	- CAT 390D	\$ 470.00



	- CAT 374D	\$ 390.00
	- CAT 349E	\$ 270.00
	- CAT 336E	\$ 220.00
	- CAT 330C	\$ 190.00
	- CAT 325D	\$ 145.00
	- CAT 322C	\$ 140.00
Backhoes	- CAT 430E Backhoe	\$ 70.00
	- CAT 446D Backhoe	\$ 75.00
Off-Highway Trucks	- CAT 777C	\$ 400.00
	- CAT 773E	\$ 279.00
	- CAT 740B	\$ 250.00
On-Highway Trucks	- Double Bottom	\$ 130.00
	- Semi End Dump	\$ 150.00
	- Super 10 Wheel	\$ 130.00
Water Trucks	- 4,000 Gallon Water Truck	\$ 80.00
	- 2,500 Gallon Water Truck	\$ 50.00
Miscellaneous	- Street Sweeper	\$ 150.00
	- 84" Roller	\$ 60.00
	- 66" Roller	\$ 56.00
<u>DAILY RENTAL</u>		<u>DAILY</u>
GPS	- GPS Base Station	\$ 100.00
	- GPS Robotic Total Station	\$ 100.00
	- GPS Rover	\$ 100.00
	- GPS Machine Control	\$ 200.00
Misc. (BARE)	- Power Screen	\$ 800.00
	- Sheepfoot 5x5	\$ 150.00
	- Bee Gee	\$ 150.00
	- Disc	\$ 400.00
	- Compaction Wheel	\$ 50.00
	- Breaker (1,200#)	\$ 400.00
	- Breaker (10,000#)	\$ 1,000.00
	- Water Tower (12,000 Gallon)	\$ 80.00

\* Maintained includes all taxes, overhead and profit, maintenance and insurance.

\* Equipment rates include fuel at **\$3.00** per gallon. Prices subject to change.

\* Equipment Freight / Move-in's and Move-out's will be billed at cost plus 15%.

\* Add \$45/HR for "Hard" ripping material to the above rates.



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SUKUT CONSTRUCTION

LABOR RATES

DESCRIPTION	HOURLY RATE	OVERTIME ADD FOR	
		T+1/2	2T
GENERAL SUPERINTENDENT PRINCIPAL OFFICERS	\$ 207.00 PER HOUR		
PROJECT MANAGER	\$ 160.00 PER HOUR		
PROJECT ENGINEER	\$ 121.00 PER HOUR		
OFFICE MANAGER	\$ 48.00 PER HOUR	\$ 20.00	\$ 40.00
SUPERINTENDENT w/ PICKUP TRUCK	\$ 167.00 PER HOUR	\$ 30.00	\$ 60.00
FOREMAN, (EXCAVATION, STORM DRAIN, SEWER, WATER, PAVING) w/PICKUP TRUCK	\$ 141.00 PER HOUR	\$ 38.00	\$ 76.00
GRADE CHECKER w/PICKUP TRUCK	\$ 137.00 PER HOUR	\$ 37.00	\$ 74.00
OPERATING ENGINEER	\$ 118.00 PER HOUR	\$ 37.00	\$ 74.00
MECHANIC w/TRUCK	\$ 206.00 PER HOUR	\$ 38.00	\$ 76.00
LABOR FOREMAN (STRUCTURAL CONCRETE, PIPE) w/FLATBED TRUCK AND TOOLS	\$ 111.00 PER HOUR	\$ 29.00	\$ 58.00
LABORER (GENERAL)	\$ 87.00 PER HOUR	\$ 27.00	\$ 54.00
LABORER (PIPE)	\$ 92.00 PER HOUR	\$ 28.00	\$ 56.00
TEAMSTER	\$ 94.00 PER HOUR	\$ 22.00	\$ 44.00

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