

ITEM: 12.1 (ID # 22281) MEETING DATE: Tuesday, July 11, 2023

## **FROM :** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approve Addendums No. 1 and 2 to Contract Documents and Award Contract for the Construction of P2S1 Liner Expansion Project at Badlands Sanitary Landfill, District 5. [\$33,363,750 Total Cost – Department of Waste Resources Enterprise Funds 100%] (CEQA – Nothing Further Required).

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

- 1. Approve Addendums No. 1 and 2 to Contract Documents for Construction of the P2S1 Liner Expansion Project at Badlands Sanitary Landfill for the plans and specifications issued prior to the June 7, 2023 bid opening;
- 2. Accept the bid submitted by Sukut Construction LLC, in the amount of \$33,363,750 for the Construction of P2S1 Liner Expansion Project at Badlands Sanitary Landfill;
- 3. Award the Contract to Sukut Construction, LLC and authorize the Chairman to execute the Construction Agreement on behalf of the Department of Waste Resources (Department); and
- 4. Authorize the Department's General Manager-Chief Engineer 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.

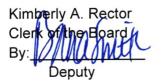
## **ACTION:Policy**

6/26/2023

# MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:Jeffries, Spiegel, Perez and GutierrezNays:NoneAbsent:WashingtonDate:July 11, 2023xc:Waste



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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	т	otal Cost:	Ongoin	g Cost
COST	\$ 22,241,942	\$11,121,808		\$ 33,363,750		\$ 0
NET COUNTY COST	\$0	\$ 0		\$ 0		\$ 0
SOURCE OF FUNDS	Budget Adj	ustment:	No			
Enterprise Funds		ni or waste riesour	CES	For Fiscal Y	<b>'ear:</b> 23/24	& 24/25

C.E.O. RECOMMENDATION: Approve

## BACKGROUND:

## Summary 5 1

On April 18, 2023, the Board approved the contract documents for the P2S1 Liner Expansion Project at the Badlands Sanitary Landfill, and granted authorization to the Department to proceed with advertising for bids (Agenda Item 12.4, MT#21558). Throughout the advertisement period, the Department issued two (2) Addendums, which are included as attachments.

On June 7, 2023, two (2) bids were received for the project. James McMinn, Inc. (JMI) submitted the lowest bid, while Sukut submitted a bid of \$33,363,750. However, upon reviewing the bid results, a clerical error was discovered in JMI's Contractor's Proposal. The total cost listed in their Bid Proposal, \$29,964,516.50, conflicted with the total cost of the bid item prices, which amounted to \$27,726,310.17. As per Section 1.3 of the Instruction to Bidders, in cases where the Unit Prices and extended total amounts in the Bid Proposal do not align, the Unit Prices alone will be considered as the Bidder's intention to determine the lowest bid. Following discussions with JMI, they have decided not to proceed with their bid of \$27,726,310.17.

The Department will proceed with approving the proposal submitted by Sukut Construction, LLC (Sukut). The staff has concluded that Sukut possesses the required experience and capability to undertake the project, and County Counsel has confirmed that the bid documents align with the bid requirements. Attached herewith are a summary of the received bids, the Construction Agreement between the County and Sukut, as well as the necessary performance and payment bonds, workers' compensation certificate, and certificates of insurance.

Prev. Agn. Ref.:M.O. 12.1 of 04/12/22 (approved EA 2017-03)M.O. 12.2 of 08/02/22 (approved studies/third party construction QA/QC)M.O. 12.4 of 04/18/23 (advertise/approve P2S1 contract documents)

## California Environmental Quality Act (CEQA) Findings

On April 12, 2022 (M.O. 12.1), the County adopted the EA 2017-03 for the Badlands Landfill Integrated Project (SCH No. 2019049142). Development of the BLIP will occur over the next approximately 40 years within multiple stages (est. 17 stages). Construction of the first

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

phase of the BLIP is the P2S1 Liner Expansion Project. A Mitigation Monitoring Plan (MMP) has been developed to mitigate or avoid significant impacts to the environment from the BLIP. Measures contained in the MMP have been incorporated into the P2S1 Liner Expansion Project Contract Documents and shall be followed during construction. No further environmental documentation is required for the Project pursuant to the provisions of CEQA (Public Resources Code, § 21000 et seq.).

## Impact on Citizens 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.

## Additional Fiscal Information

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

## Price Reasonableness

This is a public works construction contract with a specified duration of 414 working days for completion. Due to the competitive bid process, and also based on the Engineer's Estimate of \$30,000,000 prepared by Department engineering staff, the submitted bid amount is reasonable.

## ATTACHMENTS:

ATTACHMENT A:	Addendum #1
ATTACHMENT B:	Addendum #2
ATTACHMENT C:	Construction Agreement
ATTACHMENT D:	Bid Summary
ATTACHMENT E:	Performance and Payment Bonds
ATTACHMENT F:	Worker's Compensation Contractor Certificate
ATTACHMENT G:	Declaration of Sufficient Funds
ATTACHMENT H:	Certificates of Insurance

7/5/2023 arin Principal Management Analyst

# ATTACHMENT A Construction Agreement

## **CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT ("**Agreement**") is made as of <u>JULUL</u> <u>US</u> nd is by and between the COUNTY OF RIVERSIDE, through its Department of Waste Resources, a political subdivision of the State of California, (County) and Sukut Construction, LLC, (Contractor). The indemnity and insurance obligations of Contractor, as set forth in Section **5-3** General Provisions, shall commence upon execution of this Agreement.

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

- 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, <u>PHASE 2</u>, <u>STAGE 1 LINER EXPANSION PROJECT</u> at the Badlands Sanitary Landfill (the "Project"), 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, except Change Orders and Construction Change Directive issued after execution of this Agreement are enumerated as follows:
  - (a) Construction Agreement, including:
    - a. Exhibit A, Bidder's completed Bid Item List, List of Subcontractors, and Non-Collusion Declaration,
    - b. Exhibit B, Workers' Compensation Contractor Certificate,
    - c. Exhibit C, Declaration of Sufficiency of Funds,
    - d. Exhibit D, Evidence of Insurance,
    - e. Exhibit E, Construction Schedule,
  - (b) Administrative Provisions;
  - (c) General Provisions;
  - (d) Technical Specifications Detailed Provisions for <u>PHASE 2, STAGE 1 LINER EXPANSION</u> <u>PROJECT</u> at the Badlands Sanitary Landfill;
  - (e) Appendix A QA/QC Plan;
  - (f) Appendix B Landfill Site Rules;
  - (g) Appendix C Fugitive Dust Control Requirements;
  - (h) Appendix D Rule 1150 Landfill Excavation Permit;
  - (i) Appendix E 10,000-gallon, double wall leachate tank manufacturer's instructions and shop drawings;
  - (j) Appendix F Project Drawings for PHASE 2, STAGE 1 LINER EXPANSION PROJECT;
  - (k) Standard Specifications for Public Works Construction, Latest Edition, with Amendments ("Standard Specifications" or "Greenbook");
  - (l) Schedule of Values
  - (m) Any other documents included in or incorporated into the Contract Documents;
  - (n) Addenda Nos. 1 and 2;
  - (o) Orders, instructions, drawings and plans issued by County during the course of the Work in accordance with the provisions of the Contract Documents.

JUL 112023

Each of the listed 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.

The following are not considered Contract Documents and stand alone:

- Payment Bond and Performance Bond
- Escrow Agreement (optional)
- **3.** Precedence of the Contract Documents. In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by County in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence. The order of precedence, from highest to lowest, shall be as follows:
  - Permits issued by jurisdictional regulatory agencies.
  - Change Orders, Construction Change Directives and/or Supplemental Agreements, or Addenda to any of the Contract Documents; whichever occurs last.
  - Construction Agreement.
  - Detailed Provisions.
  - Special Provisions.
  - Administrative Provisions.
  - General Provisions.
  - Project Drawings and Specifications as listed in Appendix D.
  - Standard Drawings.
  - Reference Specifications.

Detail drawings shall take precedence over general drawings.

4. Notice to Proceed. The County will not issue the Notice to Proceed before the Contractor submits the Performance Bond, Payment Bond, certificates of insurance, construction schedule, Public/Site Safety Plan, and Project-specific SWPPP supplement, and attends the mandatory pre-construction meeting. After receipt of the construction schedule, Public/Site Safety Plan, and Project specific SWPPP supplement, the County will review them and provide appropriate comments. The Contractor will be required to address all comments from the County and resubmit within five (5) Working Days.

5. Contract Time for Completion and Liquidated Damages. The Contractor shall diligently and continuously prosecute the entire Project to Final Completion before the expiration of 414 Working Days from the date of the Contractor's receipt of the Notice to Proceed, as may be modified by a Change Order or Construction Change Directive. The number of Working Days charged to the Contractor shall be as set forth in Section 4.2 of the Special Provisions. The length of each Working Day shall be from 7:00 AM to 4:00 PM, including one hour for lunch break, unless otherwise approved in writing by the County.

The following days have been designated by the County as Legal Holidays:

٠	January 1st	New Year's Day
٠	Third Monday in January	Martin Luther King, Jr. Birthday
٠	February 12th	Lincoln's Birthday
٠	Third Monday in February	Washington's Birthday (observed)
٠	Last Monday in May	MemorialDay
٠	July 4th	Independence Day
٠	First Monday in September	Labor Day
٠	Second Monday in October	Columbus Day
٠	November 11th	Veteran's Day
٠	Fourth Thursday in November	ThanksgivingDay
٠	Fourth Friday in November	day after Thanksgiving Day
٠	December 25th	Christmas Day

For a Legal Holiday that falls on a Saturday, both the Saturday and the preceding Friday shall be considered Legal Holidays. For a Legal Holiday that falls on a Sunday, both the Sunday and following Monday shall be considered Legal Holidays.

The Contractor shall not be permitted to work on days designated by the County as Legal Holidays unless the Contractor submits a written request to work and the request is approved in writing by the County. All Contractor requests to work on designated Legal Holidays shall be submitted at least seven (7) calendar days prior to the requested date(s).

It is agreed by the parties to the Contract that in the case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of Working Days as set forth in this Agreement, damage will be sustained by the County, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County the sum of \$4,000 Dollars (\$) per day for each and every calendar days delay in finishing the Work in excess of the number of Working Days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. County may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the County's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor County's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of County's right to liquidated damages.

County's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) County's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which County has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit County's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

#### 6. Contract Price and Payment.

- 6.1 **Contract Price.** The Contract Price is the total aggregate amount of the Contractor's Total Bid Proposal based on the estimated quantities listed in the Bid Proposal as set forth in the award of the Contract approved by the County's Board of Supervisors. The estimated will not govern final payment. The Contractor will receive and accept and the County will pay the Unit Prices and lump sum prices only for actual quantities of installed items constructed in accordance with the Contract Documents specified in the attached Bid Item List which is incorporated herein by reference as Exhibit A, as full compensation for the Contractor's full performance of the Contract including furnishing all labor, materials, and equipment for doing all the Work contemplated and embraced in this Agreement. Upon completion of the Work, if the actual installed quantities show either an increase or decrease from the estimated quantities in the Bid Proposal, the Unit Prices (including lump sum prices) will prevail.
- 6.2 **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the County, the County shall make payments to the Contractor in accordance with Article 7 of the General Provisions.

7. Bonds. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the County. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the County and the County's separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the County in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all Claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the County. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the County.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the County, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the County, provide written documentation to the Satisfaction of the County that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the County.

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

By: For Hans W. Kernkamp General Manager – Chief Engineer

Date: 6-29-23

COUNTY OF RIVERSIDE

Bv: Chair, Board of Supervisors **KEVIN JEFFRIES** 

ATTEST:

By: Clerk of the Board **KIMBERLY** ECTOR

(Seal)

Date: 1/11/23

FORM APPROVED COUNTY COUNSEL

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

#### **CONTRACTORS LICENSE NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

Sukut Construction, LLC	
CONTRACTOR	
By:	Date: (1 - 28 - 23
Name: Eddie Juarez	
Title: Vice President	
(If corporation, attach corporate seal)	
License No.: 985106	
Federal Tax I.D. No.: <b>Tax ID #37-1702665</b>	

## EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, <u>PHASE 2, STAGE 1</u> <u>LINER EXPANSION PROJECT</u> at the Badlands Sanitary Landfill, located in Riverside County, California.)

It is understood that the quantities listed in this Bid Proposal (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. Notwithstanding anything to the contrary in the Contract Documents, Contractor will not be entitled to an adjustment of any unit cost, except as expressly agreed to in writing by the County, which agreement shall be within the County's sole and absolute discretion.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Construction Schedule	LS	1	\$11,000.00	\$11,000.00
2	Prepare and Implement NPDES SWPPP	LS	1	\$85,000.00	\$85,000.00
3	Mobilization and Demobilization	LS	1	\$1,600,000.00	\$1,600,000.00
4	Develop Water	LS	1	\$1,500,000.00	\$1,500,000.00
5	Demolition	LS	1	\$361,000.00	\$361,000.00
6	Earthwork – Over Excavation, RCPS 1-3	СҮ	67,438	\$4.65	\$313,586.70
7	Earthwork – Over Excavation, Sub-Canyon Stockpile	СҮ	45,894	\$4.25	\$195,049.50
8	Earthwork – Over Excavation, P2S1 Subgrade Area	CY	13,903	\$4.65	\$64,648.95
9	Earthwork – Excavation	СҮ	2,935,561	\$5.65	\$16,585,919.65
10	Earthwork – Earthen Berms	LF	733	\$16.00	\$11,728.00
11	Finished Subgrade Surface Preparation for Geosynthetics (FSSP)	SF	1,258,462	\$0.30	\$377,538.60
12	Excavate and Backfill 3'x2' Anchor Trench	LF	14,787	\$21.00	\$310,527.00
13	Construct 12" Thick 1x10 <sup>6</sup> Low-Permeability Layer	СҮ	3,603	\$63.00	\$226,989.00
14	Construct 24" Thick 1x10 <sup>-7</sup> Low-Permeability Layer	СҮ	8,461	\$60.00	\$507,660.00
15	Furnish and Install GCL Along the Bottom Liner System EAD B3	SF	97,271	\$1.30	\$126,452.30
16	Furnish and Install Coated GCL Along the Side Slope Liner System	SF	1,374,609	\$1.55	\$2,130,643.95
17	Furnish and Install 16oz/sy Geotextile	SF	1,374,609	\$0.60	\$824,765.40
18	Furnish and Install 12oz/sy Geotextile	SF	211,500	\$0.50	\$105,750.00
19	Furnish and Install 8oz/sy Geotextile	SF	214,250	\$0.45	\$96,412.50

(Table continued on next page.)

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
20	Furnish and Install 60-mil HDPE Liner (Single-Sided Textured)	SF	1,374,609	\$1.05	\$1,443,339.45
21	Furnish and Install 60-mil HDPE Liner (Double-Sided Textured)	SF	308,771	\$1.05	\$324,209.55
22	Furnish and Install 9" thick Drainage Layer	СҮ	5,875	\$68.00	\$399,500.00
23	Furnish and Install 8-mil Temporary Protective Membrane	SF	752,294	\$0.70	\$526,605.80
24	Construct Drainage Features	LS	1	\$1,025,000.00	\$1,025,000.00
25	Furnish and Install 8" HDPE Slotted Pipe Including Pipe Fittings and Connections	LF	864	\$62.00	\$53,568.00
26	Furnish and Install 4" HDPE Slotted Pipe Including Pipe Fittings and Connections	LF	883	\$34.00	\$30,022.00
27	Furnish and Install 4" HDPE Solid Pipe Including Pipe Fittings and Connections	LF	792	\$54.00	\$42,768.00
28	Furnish and Install Sump Pump System Including Fittings and Connections	LS	1	\$115,000.00	\$115,000.00
29	Furnish and Install 10,000-gal Leachate Storage Tank	LS	1	\$160,000.00	\$160,000.00
30	Furnish and Install 1" HDPE Pneumatic Line	LF	4,163	\$5.50	\$22,896.50
31	Construct Sedimentation Basin Skimmer	LS	1	\$95,000.00	\$95,000.00
32	Construct 1" Minus PCS Layer	CY	51,060	\$18.00	\$919,080.00
33	Construct 3" Minus PCS Layer	CY	16,423	\$17.00	\$279,191.00
34	Construct 6" Minus PCS Layer	CY	16,423	\$17.00	\$279,191.00
35	Stockpile PCS Material	СҮ	40,000	\$8.78	\$351,200.00
36	Construct North Access Road – Asphalt Concrete	SF	42,715	\$7.50	\$320,362.50
37	Construct North Access Road – Class II Aggregate Base	SF	42,715	\$1.80	\$76,887.00
38	Furnish and Install Crushed Miscellaneous Base Along Roads	SF	196,773	\$0.75	\$147,579.75
39	Furnish and Install 2"-4" Rock Along Roads	SF	196,773	\$2.30	\$452,577.90
40	Construct Asphalt Concrete Speed Bumps	EA	3	\$4,350.00	\$13,050.00
41	Furnish and Install K-Rails	EA	73	\$1,050.00	\$76,650.00
42	Roadway Markings	LS	1	\$15,400.00	\$15,400.00

(Table continued on next page.)

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
43	Raise Groundwater Well to Meet Grade	LS	1	\$10,000.00	\$10,000.00
44	Authorized Time and Materials	LS	1	\$750,000	\$750,000
	Established Daily Rate for Delay	Working Day	\$*	\$8,000.00	

\*If a Bidder enters \$0 or leaves this Bid Item blank, the Established Daily Rate for Delay will be deemed to be \$100.

#### For the TotalBid Proposalof: TOTAL COST (State in Figures) \$33,363,750.00

#### Thirty three million, three hundred sixty-threee thousand, seven hundred fifty dollars and 00/100

(Write out Total Bid Amount in Words), subject to additions and deductions as provided for in this Agreement.

ATTACHMENT B Performance and Payment Bonds

#### **PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129(b))

#### KNOW ALL PERSONS BY THESE PRESENTS:

#### Construction of PHASE 2, STAGE 1 LINER EXPANSION PROJECT at Badlands Sanitary Landfill

("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 Thirty Three Million Three Hundred Sixty Three Thousand Seven Hundred Fifty Dollars and 00/100 Dollars (\$ 33,363,750.00 \_\_\_\_\_), 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 a warded 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 a greements 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 work manship 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 obligations shall hold good and remain in effect for a period equal to the warranty and/or guarantee periods of the Contract, during which time Surety's obligations 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 take one of the following actions:

- (1) 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) to be secured with performance and payment bonds extended by a qualified surety equivalent to the "Balance of the bonds issued on the Construction Contract and pay to the County the amount of damages in excess of the Balance of the Contract Price (as hereinafter defined) incurred by the County as a result of the Contractor Default; or
- (2) Waive its right to arrange for completion of the Work and pay to the County the amount of damages in excess of the Balance of the Contract Price incurred by the County as a result of the Contractor Default, subject to the penal amount of this bond as set forth above.

If the Surety elects to complete the Contract Subject to the commitment by the County to pay the Bahnce of the Contract Price, the Surety is obligated, without duplication, for (a) the responsibilities of the Contractor for correction of defective Work and completion of the Construction Contract; (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety; and (c) liquidated damages caused by delayed completion of the Work.

The term **"Balance of the Contract Price**," as used herein, 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 or deduct from payment under the terms of the Contract and Applicable Law.

If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County.

If County determines that completion of the Contractby 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 County, 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 judgmentor 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:

#### **Affix Seal if Corporation**

Sukut Construction, LLC

(Firm Name - Contractor)

4010 W. Chandler Avenue	
Santa Ana, CA 92704	
(Business Address)	
By	Eddie Juarez
(Original Signature)	
vice President	
(Title)	

Liberty Mutual Insurance Company

(Corporation Name – Surety)

**Affix Corporate Seal** 

790 The City Drive South Suite 200
Orange, CA 92868
(Business Address)
(Signature - Attached Notary's Acknowledgment)
Noemi Quiroz, Attorney-in-Fact

ATTORNEY-IN-FACT (Title-Attach Power of Attorney)

<u>Note:</u> Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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	e of Califor	rnia		)
Cour	nty of	Orange		)
On _	June 28,	2023	before me,	Tania Sue Schroeder, Notary Public
		Date		Here Insert Name and Title of the Officer
perso	onally app	beared	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 Junia Sue Schrouder

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
Decemption	•	/	2000

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

Document	Date:	

Number of Pag	ges: Signer(s) Other Than	Named Above: _	
Capacity(ies)	Claimed by Signer(s)		
		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:	
0	<u> </u>	5	•

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

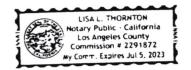
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)) ssCounty of Los Angeles)

On  $\underline{JUNe20202}$  before me, <u>Lisa L. Thornton, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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: Lisa L. Thornton, Notary Public

(Seal)

### **PAYMENT BOND**

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

#### KNOW ALL PERSONS BY THESE PRESENTS:

## Construction of PHASE 2, STAGE 1 LINER EXPANSION PROJECT at Badlands Sanitary Landfill

("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;

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.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Contract between Contractor and the County. Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment

Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

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.

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 Contractby 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:

**Affix Seal if Corporation** 

Sukut Construction, LLC

(Firm Name – Contractor)

4010 W. Chandler Avenue Santa Ana, CA 92704 (Business Address)

By (Original Signature)

Vice

0

(Title)

Liberty Mutual Insurance Company

Presiden

(Corporation Name - Surety)

**Affix Corporate Seal** 

790 The City Drive South Suite 200 Orange, CA 92868

(Business Address)

By

(Signature – Attached Notary's Acknowledgment) Noemi Quiroz, Attorney-in-Fact

ATTORNEY-IN-FACT (Title-Attach Power of Attorney)

<u>Note</u>: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

Eddie Juarez

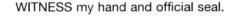
#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California		)
County of Orange		)
On June 28, 2023	before me,	Tania Sue Schroeder, Notary Public
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.





Signature Junia Sue Schroeder

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:				

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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) ) ss

)

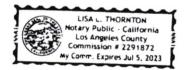
State of California

County of Los Angeles

On  $\underline{262023}$ , before me, <u>Lisa L. Thornton, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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 Thornton, Notar Public Lisa L

(Seal)

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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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

### **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, <u>Noemi Quiroz</u> of the city of <u>Los Angeles</u>, state of <u>CA</u> its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Sukut Construction, LLC

Obligee Name: <u>Riverside County Department of Waste Resources</u>

Surety Bond Number: 024270561

Bond Amount: See Bond Form

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 <u>12<sup>th</sup></u> day of <u>March</u>, <u>2021</u>.



SS

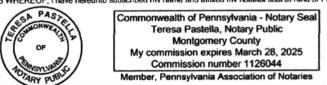
The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this <u>12<sup>th</sup></u> day of <u>March</u>, <u>2021</u>, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casually 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.



By: Incas Pastella Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authomy of the following By-laws and Authomzations of Liberty Mutual Insurance Company, The Ohio Casualty 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 surely any and all undertakings, bonds, recognizances and other surely 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, subject 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 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 Bytaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attomeys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely 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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 26th day of \_\_\_\_\_\_ June \_\_\_\_\_, 2023



lu

Renee C. Llewellyn, Assistant Secretary

### **PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129(b))

### KNOW ALL PERSONS BY THESE PRESENTS:

### Construction of PHASE 2, STAGE 1 LINER EXPANSION PROJECT at Badlands Sanitary Landfill

("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;

- 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 work manship 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 obligations shall hold good and remain in effect for a period equal to the warranty and/or guarantee periods of the Contract, during which time Surety's obligations 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 take one of the following actions:

- (1) 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) to be secured with performance and payment bonds extended by a qualified surety equivalent to the "Balance of the bonds issued on the Construction Contract and pay to the County the amount of damages in excess of the Balance of the Contract Price (as hereinafter defined) incurred by the County as a result of the Contractor Default; or
- (2) Waive its right to arrange for completion of the Work and pay to the County the amount of damages in excess of the Balance of the Contract Price incurred by the County as a result of the Contractor Default, subject to the penal amount of this bond as set forth above.

If the Surety elects to complete the Contract Subject to the commitment by the County to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for (a) the responsibilities of the Contractor for correction of defective Work and completion of the Construction Contract; (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety; and (c) liquidated damages caused by delayed completion of the Work.

The term **"Balance of the Contract Price**," as used herein, 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 or deduct from payment under the terms of the Contract and Applicable Law.

If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County.

If County determines that completion of the Contractby Surety or its a gents 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 County, 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 judgmentor 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:

Affix Seal if Corporation

**Affix Corporate Seal** 

Sukut Construction, LLC

(Firm Name - Contractor)

4010 W. Chandler Avenue
Santa Ana, CA 92704
(Business Address)
By Eddie Juanz
(Original Signature)
Vice President
(Title)
Liberty Mutual Insurance Company
(Corporation Name – Surety)
790 The City Drive South Suite 200
790 The City Drive South Suite 200 Orange, CA 92868

(Signature – Attached Notary's Acknowledgment) <u>Noemi Quiroz, Attorney-i</u>n-Fact ATTORNEY-IN-FACT (Title-Attach Power of Attorney)

<u>Note</u>: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

PD#312485

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	ANANANANANANANANANANANANANANANANANANAN
	officer completing this certificate verifies only the identity of the individual who signed the ertificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California	)
County of Orange	)
On June 28, 2023	before me,Tania Sue Schroeder, Notary Public,
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.



Description of Attached Document

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 Junia Sue Schroeder

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.

Beschption of Attaolica Bocallent					
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:				

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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) ) ss

)

State of California

County of Los Angeles

On 26,2023, before me, Lisa L. Thornton, Notary Public, personally appeared <u>Noemi Quiroz</u>, 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: Thornton, Notary Public

(Seal)

### **PAYMENT BOND**

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

### KNOW ALL PERSONS BY THESE PRESENTS:

### Construction of PHASE 2, STAGE 1 LINER EXPANSION PROJECT at Badlands Sanitary Landfill

("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 <u>Thirty Three Million Three Hundred Sixty Three Thousand Seven Hundred Fifty Dollars and 00/100 Dollars</u> (\$ 33,363,750.00 \_\_\_\_\_\_), 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.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Contract between Contractor and the County. Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment

Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

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.

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 Contractby 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:

### Affix Seal if Corporation

Sukut Construction, LLC

(Firm Name - Contractor)

4010 W. Chandler Avenue	
Santa Ana, CA 92704	
(Business Address)	
By	Eddie Juarez
(Original Signature)	
Vice President	
(Title)	

Liberty Mutual Insurance Company

(Corporation Name - Surety)

**Affix Corporate Seal** 

790 The City Drive South Suite 200 Orange, CA 92868

(Business Address) Bv

(Signature – Attached Notary's Acknowledgment) Noemi Quiroz, Attorney-in-Fact

ATTORNEY-IN-FACT (Title-Attach Power of Attorney)

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

	en en le
	officer completing this certificate verifies only the identity of the individual who signed the ertificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California	)
County of Orange	)
On June 28, 2023	before me,Tania Sue Schroeder, Notary Public,
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.



Schroeder Signature U

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:	

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 Man	ie		
Corporate	Officer -	Title(s): _	

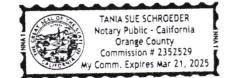
- □ Partner □ Limited □ General
- □ Individual □ Attorney in Fact
- □ Trustee □ Guardian or Conservator
- Other: \_\_\_\_

Signer	s	Representing:	
--------	---	---------------	--

Signer's Name:	
Corporate Officer – Title(s):	
Partner –      Limited      General	
□ Individual □ Attorney in Fact	
□ Trustee □ Guardian or Conserv	ator
□ Other:	

#### Signer Is Representing: \_

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

) ) ss

)

State of California

County of Los Angeles

On <u>Upper 2023</u>, before me, <u>Lisa L. Thornton, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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 Fhornton, Notary Public

(Seal)

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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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

### **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 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, <u>Noemi Quiroz</u> of the city of <u>Los Angeles</u>, state of <u>CA</u> its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety band:

Principal Name: Sukut Construction, LLC

Obligee Name: <u>Riverside County Department of Waste Resources</u>

Surety Bond Number: 024270561

Bond Amount: See Bond Form

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 <u>12<sup>th</sup></u> day of <u>March</u>, <u>2021</u>.



SS

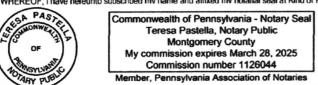
The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West-American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA

On this <u>12<sup>th</sup></u> day of <u>March</u>, <u>2021</u>, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casually 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 mv name and affixed mv notarial seal at Kino of Prussia. Pennsvivania. on the dav and vear first above written.



By: Junes Pastella Teresa Pastella, Notary Public

This Power of Attorney's triade and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Uhio Casualty 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 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 surely any and all undertakings, bonds, recognizances and other surely 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 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 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-infact 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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 26th day of \_\_\_\_\_\_ June \_\_\_\_\_ 2023



Bv:

Renee C. Llewellyn, Assistant Secretary

# ATTACHMENT C Certificates of Insurance



JEANA

DATE (MM/DD/YYYY) 6/27/2023

# CERTIFICATE OF LIABILITY INSURANCE

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). CONTACT

PRODUCER	NAME:		
The Wooditch Company Insurance Services, Inc.	PHONE (A/C, No, Ext): (949) 553-9800	FAX (A/C, No): (949) \$	553-0670
1 Park Plaza, Suite 400	E-MAIL ADDRESS:		
Irvine, CA 92614	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : American Contractors Ins. Co R	12300	
INSURED	INSURER B : Continental Insurance Company	35289	
Sukut Construction, LLC	INSURER C : ACIG Insurance Company		19984
4010 W. Chandler Avenue	INSURER D : Starstone Specialty Insurance Company		44776
Santa Ana, CA 92704	INSURER E :		
	INSURER F :		

COVERAGES CER			CER	TIFIC	CATE	ENUMBER:			<b>REVISION NUMBER:</b>	
1	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,									
						LIMITS SHOWN MAY HAVE BEEN F				
		TYPE OF INSURANCE			SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)		ſS
A	X	COMMERCIAL GENERAL LIA		1100			(1111/00/1111/	(100/00/1111/	EACH OCCURRENCE	\$ 10,000,000
		CLAIMS-MADE X O	CCUR	х		GL23A00047 - SEE NOTES	6/1/2023	6/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
									MED EXP (Any one person)	\$ 5,000
									PERSONAL & ADV INJURY	\$ 10,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES	S PER:						GENERAL AGGREGATE	\$ 10,000,000
		POLICY X PRO-	LOC						PRODUCTS - COMP/OP AGG	\$ 10,000,000
		OTHER:							Deductible	s 0
Α	AU	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	Х	ANY AUTO		х		AL23000014	6/1/2023	6/1/2024	BODILY INJURY (Per person)	\$
		OWNED SCHE	DULED	1					BODILY INJURY (Per accident)	\$
	X	HIRED NON-	OWNED S ONLY						PROPERTY DAMAGE (Per accident)	\$
									Deductible	\$ 0
В		UMBRELLA LIAB X O	CCUR						EACH OCCURRENCE	\$ 10,000,000
	Х	EXCESS LIAB	LAIMS-MADE			CUE 7014992691	6/1/2023	6/1/2024	AGGREGATE	\$ 10,000,000
	*	DED RETENTION \$								\$
С	WO	RKERS COMPENSATION							X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECU	UTIVE N	N / A	X	WCA000017923 - SEE NOTES	6/1/2023	6/1/2024	E.L. EACH ACCIDENT	\$ 1,000,000
		ICER/MEMBER EXCLUDED? ndatory in NH)							E.L. DISEASE - EA EMPLOYEE	
	DES	s, describe under SCRIPTION OF OPERATIONS be	low						E.L. DISEASE - POLICY LIMIT	
В	Co	mmercial Umbrella				CUE 7014992691	6/1/2023	6/1/2024	Each Occur./Agg.	10,000,000
D	Co	mmercial Umbrella				CSX00027940P-01	6/1/2023	6/1/2024	Each Occur./Agg.	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Badlands Sanitary Landfill, Phase 2, Stage 1 Liner Expansion Project. glaip/auai/wcwv County of Riverside, the Board of Supervisors and each member thereof, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and 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 Department of Waste Resources 14310 Frederick Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Moreno Valley, CA 92553	AUTHORIZED REPRESENTATIVE
	g Muncaral)

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# AGENCY CUSTOMER ID: SUKUT CONS

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

NAMED INSURED Sukut Construction, LLC 4010 W. Chandler Avenue	
Santa Ana, CA 92704	
E	
EFFECTIVE DATE: SEE PAGE 1	
cod P 1	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation: Continued Policy Numbers: WCA000017923/18023 WCA000017523/17623

General Liability: Continued Policy Numbers: GL23B00047, GL23C00047.

**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.\*

# 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: 6/1/2023

Policy No.: AL23000014

Endorsement No.:

Premium \$

Insured: Sukut Construction, LLC

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** 

Whomever 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: 6/1/2023 Policy No. WCA000017923/180

tive Date: 6/1/2023 Policy No. WCA000017923/1802 Premium \$

Insured Sukut Construction, LLC

Carrier Name/Code: ACIG Insurance Company

WC 04 03 06 (Ed. 04-84)

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### 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. Section II, Who Is An Insured is amended to include as an additional 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:
  - Unless a written contract specifically requires additional insured coverage for your completed operations, 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 broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.
  - 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; or
    - 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 minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. 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: 06/01/2023

Policy No.: GL23A00047

Endorsement No.:

Premium \$

Insured: Sukut Construction, LLC

Insurance Company: American Contractors Insurance Co. RRG



JEANA

DATE (MM/DD/YYYY) 6/27/2023

# **CERTIFICATE OF LIABILITY INSURANCE**

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).
CONTACT

PRODUCER	NAME:		
The Wooditch Company Insurance Services, Inc.	PHONE (A/C, No, Ext): (949) 553-9800	AX A/C, No): (949) 553-0670	
1 Park Plaza, Suite 400	E-MAIL ADDRESS:		
Irvine, CA 92614	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Allied World Nat. Assurance Co	10690	
INSURED	INSURER B :		
Sukut Construction, LLC	INSURER C :		
4010 W. Chandler Avenue	INSURER D :		
Santa Ana, CA 92704	INSURER E :		
	INSURER F :		

CO	VERAGES CERT	<b><i>IIFICATE</i></b>	E NUMBER:			REVISION NUMBER:	
IN C	HIS IS TO CERTIFY THAT THE POLICIE: IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH P	EQUIREM PERTAIN, POLICIES	ENT, TERM OR CONDITION OF A , THE INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE BEEN F	NY CONTRA THE POLIC REDUCED BY	CT OR OTHEF IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPE	ECT TO WHICH THIS
INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$
	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$
_	DÉSCRIPTION OF OPERATIONS below		0242 4420	C/4/2022	6/4/2024	E.L. DISEASE - POLICY LIMIT	
A	Pollution Liability		0313-4138	6/1/2023	6/1/2024	Occurrence	5,000,000
A	Pollution Liability		0313-4138	6/1/2023	6/1/2024	Aggregate	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, Phase 2, Stage 1 Liner Expansion Project.

CERTIFICATE HOLDER

County of Riverside

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

CANCELLATION

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

6 Muleron

ACORD 25 (2016/03)

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# AGENCY CUSTOMER ID: SUKUT CONS

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

JEANA

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

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation: Continued Policy Numbers: WCA000017923/18023 WCA000017523/17623

General Liability: Continued Policy Numbers: GL23B00047, GL23C00047.

**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.\*

ATTACHMENT D Worker's Compensation Contractor Certificate

## 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 its employees.
- (c) For any county, city, 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
	61
By:	
	Eddie Juarez
Title:	Vice President

ATTACHMENT E Declaration of Sufficiency of Funds

## **DECLARATION OF SUFFICIENCY OF FUNDS**

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of <u>Sukut Construction</u>, <u>LLC</u> ("Contractor") with authority to make the statements contained in this Declaration on behalf of Contractor, hereby declare the following:

1. The Contractor's employer identification number for state tax purposes is:

37-1702665

2. The Contractor's Workers' Compensation insurance policy number is:

WCA000017923/18023, WCA000017523/17623

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 75080	

3. The following information is provided concerning any and all vehicles that are owned by the Contractor 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 Contractor's Bid

[Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID#	Vehicle. Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
SEE ATTACHED		AL23000014	American Contractors Ins. Co RRG
			2600 N Central Expy, Suite 800, Richardson, TX 75080
			Phone: 972.702.9004

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 Contractor's Bid [If no such housing will be provided, enter "none"]:

None

AR	MAKE/MODEL	ТҮРЕ	VIN	PLATE #
2004	Ford F650	Mechanics Body - TRUCRS 2021	3FRNF65S34V689453	04209D1
2004	Big Tex	Big Tex Trailer	16VPX202241H05557	4LD4560
2006	Chevy 3500HD	4x2 Flatbed	1GBJC34U86E217581	95092G1
2006	Carrier	McElroy Tracstar 618 Fusion Welder Trailer	4HXLS12226C104590	4GR3531
2006	Carrier	McElroy Tracstar 28 Fusion Welder Trailer	4HXLS10116C102386	4GP3036
2006	Sage Oil	Oil Lube Trailer	1Z9BU25296A092360	4QDP982
2007	Classic	8x16 HazMat Enclosed Trailer	10WCT16277W043260	4PL4914
2009	Chevy 3500HD	4x2 Ext Cab Combo Body	1GBJC79K99E112342	8Z64683
2009	Ford F750	Mechanics Body - TRUCRS 2023	3FRWF75DX9V143803	58197F1
2010	Ford F750	20' Lincoln Lube Body - TRUCRS 2023	3FRXF7FE7AV271223	85124W1
2010	Ford F250	XL 4x4 Crew Cab Combo Body	1FTSW2BY7AEB18766	09240N1
2010	Ford F150	XL 4x4 Extra Cab	1FTFX1EVOAFB125554	91871W1
2011	Chevy 1500	LT 4x4	3GCPKSEA8BG209006	29894E1
2011	Ford F750	Mechanics Body	3FRWF7FC7BV619274	10413E1
2011	Chevy 3500HD	4x2 Combo Body	1GB4CZCGXBF205125	27800G1
2011	Ford F650	Fuel Truck	3FRNF6FB3BV619270	78600J2
2011	Chevy 3500HD	Flatbed	1GB3CZCG4BF262741	02387F1
2011	Chevy 3500HD	4x4 Flatbed	1GB4KZCG8BF234741	05865Y1
2011	Ford F250	4x4 Crew Cab	1FTW2B61BEC21445	05971Y1
2011	Chevy 2500HD	4x4 Ext Cab	1GC2KVCG4BZ278651	05867Y1
2011	Chevy 2500HD	4x4 Ext Cab	1GC2KVCGXBZ380584	05866Y1
2011	Ford F150	4x4 Reg Cab	1FTNF1EF5BKE04247	05970Y1
2011	Peterbilt 337	S/A Fuel and Lube Body	2NP2HN7XOBM123121	05049Z1
2011	Ford F350	4x4 Crew Cab	1FT8W3B67BEB97467	93069A2
2011	Peterbilt 337	Mechanics Body	2NP2HM6X7BM130188	15392V1
2011	Ford F750	Mechanics Body	3FRWF7FJ5BV377776	43989J2
2011	Tandem	Utility Trailer	4HXSU1627BC154850	4LG4392
2012	Chevy 2500HD	4x4 Reg Cab	1GC0KVCG2CZ134668	77059G1
2012	Ford F550	Mechanics Body	1FDUF5GTXCEB69605	47193H1
2012	Ford F550	Mechanics Body	1FDUF5GT3CEB78937	80503H1
2012	Chevy 3500HD	4x2 Extra Cab	1GB5CZCG7CZ287920	54193L1
2012	Freightliner M2	Mechanics Body	1FVACXDT6DHFG0298	10525N1
2012	Ford F650	Fuel Body, V10	3FRNF6HP4CV321966	07519M1
2012	Ford F650	2000g Fuel Body	3FRNF6HPXCV192356	95829F1
2012	Ford F150	XL 4x4 Crew Cab	1FTFW1EF4CKD69531	25754V1
2012	Ford F550	Mechanics Body	1FDUF5GT0CEB24706	60371X1
2012	Caterpillar CT660S	2000 Gallon Lube Truck (TRK00282)	1HTJGTKT5CJ650677	05048Z1
2012	Peterbilt 337	3000 Gallon Fuel Truck	2NP2HN8X0CM160587	15893A2
2012	Peterbilt 337	Mechanics Body	2NP2HM6X7CM142696	70017C2
2012	Ford F750	2000 Gallon Water Truck	3FRNF7FAXCV442327	73062F2
2012	Ford F550	XL Mechanics Body	1FDUF5GT3CEC34486	24747A3
2013	International 4400	Fuel & Lube Body - SBA	1HTMKAAN4DH419734	51867E1

2013	Caterpillar CT660	Fuel & Lube Body	1HTJGTKT1DJ400385	48380E1
2013	Ford F550	Mechanics Body	1FDUF5GT8DEB14684	82260H1
2013	Chevy 1500	4x4	1GCNKPEA5DZ287508	75796L1
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	1FDUF5GT9DEB30747	10527N1
2013	Ford F550	Mechanics Body	1FDUF5GT2DEB30749	10526N1
2013	Chevy 1500	Extra Cab	1GCRKSE73DZ406861	68099M1
2013	Ford F650	Triton V10 Mechanics Body	3FRNF6HD0DV762548	97749M1
2013	Ford F650	Mechanics Body	3FRNF6HD3DV789601	88322N1
2013	Ford F650	2000g Fuel Body	3FRNF6HD3DV780087	28426M1
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
2013	Chevy 1500	4x4 Single Cab Long Bed	1GCNKPE03DZ364562	84323W1
2013	Peterbilt 337	Mechanics Body	2NP2HN7X4DM202651	03411Y1
2013	Dodge 5500	4x4 Mechanics Body	3C7WRNBL5DG594951	66722V2
2013	Ford F550	XL Knapheide Lube	1FDUF5GT4CEB75318	66212V2
2014	Chevy 1500	4x4 Club Cab	3GCUKRECXEG109118	69054M1
2014	Chevy 3500HD	Crew Cab Combo Body	1GB4CZCG9EF137369	69093M1
2014	Chevy 1500	4x2 Crew Cab	3GCPCPEH1EG263243	94240N1
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	Chevy 3500HD	Crew Cab	1GB4CZCG6EF115202	98956P1
2014	Chevy 3500HD	4x2 Combo Body DEF Tuck	1GB3CZCGXEF151437	98965P1
2014	Ford F550	4x2 Triton V10 Mechanics Body	1FDUF5GY4EEA35039	35454P1
2014	Chevy 3500HD	Combo Body	1GB4CZCG8EF116559	03251S1
2014	Chevy 1500	4x4 Crew Cab	3GCUKPEHXEG403845	03252S1
2014	Chevy 1500	4x4 Crew Cab	3GCUKPEH5EG415711	6833951
2014	Chevy 3500HD	Combo Body	1GB4CZCG7EF127455	7802951
2014	Ford F150	XL 4x4 Crew Cab	1FTFW1ET1EKE39110	25753V1
2014	Chevy 1500	4x4 Single Cab	1GCNKPEH7EZ272751	52825V1
2014	Chevy 3500HD	4x4 Crew Cab Utility Truck	1GB4KZCG4EF101768	05038Z1
2014	Chevy 3500HD	4x4 Crew Cab Utility Truck	1GB4KYCG4FF190494	05039Z1
2014	Ford F250	XL Crew Cab	1FT7W2B66EEA22198	97433Z1
2014	Chevy 2500HD	4x4	1GC0KVCG9EF139497	66617C2
2014	Ford F550	Mechanics Body	1FDUF5GT6DEB80893	2319951
2014	Tandem	7x16 Tandem Axle Enclosed Cargo	53BCTEA21FF010383	4NN9353
2014	Sullivan	185 CFM Air Compressor	31782	SE672806

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
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
2015	Ford F550	Triton V10 Mechanics Body	1FDUF5GY2FED32800	03065W1
2015	Ford F650	Triton V10 Lube Bed	3FRNF6HP2FV730617	57887V1
2015	Peterbilt 337	Mechanics Body	2NP2HJ7X4FM282416	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
2015	Ford F650	Roller Screet Bed	3FRWF6FC8FV686286	59390V1
2015	Peterbilt 337	Mechanics Body	2NP2HJ7X2FM282415	35657W1
2015	Chevy 1500	1500 4x4 Crew Cab	3GCUKPEH9FG341775	61640W1
2015	Ford F550	Triton V10 Mechanics Body	1FDUF5GYXFEB95847	3694151
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 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	Crew Cab	3GCUKPEH7FG399870	91589X1
2015	Chevy 1500	Crew Cab	3GCUKPEH0FG407632	91591X1
2015	Chevy 1500	LTZ 4x4 Crew Cab	1GCUKSEC3FF205067	91580X1
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH1FG428716	92461X1
2015	Chevy 3500HD	Crew Cab Combo Body	1GB4CYCGXGF129049	42017A2
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
2015	Big Tex	22' Utility Trailer	16VFX1626F4082780	4NW5090
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH1GG116322	81601Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH8GG116334	81602Z1
2016	Peterbilt 337	Mechanics Body	2NP2HJ7X6GM357778	65075T1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH2GG135672	83248Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH2GG158790	86944M1
2016	Chevy 1500	4x4 Crew Cab	3GCUKREC7GG246360	83749Z1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH6GG144844	58489M1
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH4GG143644	26262J1

2016	Chevy 3500HD	Utility Truck	1GB4CYCG0GF101812	58491M1
2016	Chevy 3500HD	Combo Body	1GB4CYCG6GF167975	59361L1
2016	Ford F750	Lube Body	1FDPF7AY9GDA01298	97132D2
2016	Chevy 1500	4x4 Crew Cab	3GCUKNECXGG329404	72385D2
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEC0GG330450	72384D2
2016	Chevy 1500	4x4 Reg Cab	1GCNKNEC6GZ409917	73505D2
2016	Chevy 1500	4x4 Reg Cab	1GCNKNEC3GZ419935	73504D2
2016	Ford F550	4x2 Lube Truck	1FDUF5GY9GEB61206	51619B2
2016	Chevy 3500HD	Combo Body	1GB4CYCG8GF182767	64276E2
2016	Ford F750	Lube Truck	1FDPF7DC2GDA01868	93319G2
2016	Dodge 3500	Flatbed DEF Truck	3C7WRSAL7GG280562	09331H2
2016	Ford F150	4x4 Crew Cab	1FTEW1EG9GKE16742	33764D2
2017	Ford F650	4x2 Grout Truck	1FDNF6AY3HDB00802	33788D2
2017	Chevy 3500HD	Club Cab Combo Body	1GB4CYCG3GF251428	67504E2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC2HG232277	67082E2
2017	Peterbilt 348	Parts Truck - Flatbed	2NP3LI0X4HM415868	57617E2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC6HG362515	09162J3
2017	Ford F650	Parts Truck - Flatbed 24'	1FDWF6DC5HDB00790	82483B2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEHXHG362139	75208G2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC3HG438773	75797G2
2017	Chevy 3500	Combo Body	1GB4CYCG2HF167442	38609H2
2017	Chevy 1500	Crew Cab	3GCUKNEC3HG464189	22766A2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC8HG458775	98767H2
2017	Chevy 3500HD	Club Cab Combo Body	1GB4CYCG3HF217507	13920K2
2017	Chevy 3500HD	Club Cab Combo Body	1GB4CYCG8HF204610	28662K2
2017	Chevy 3500HD	4x2 Combo Body	1GB3CYCG4HF197828	96504H2
2017	Chevy 3500HD	Combo Body	1GB3CYCG1HF200118	96505H2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC3HG460515	34807K2
2017	Chevy 1500	4x4 Crew Cab	3GCUKNEC6JG129160	96039M2
2017	Dodge 1500	Rebel 4x4 Crew Cab	1C6RR7YT0HS738523	27289J2
2017	Interstat	Pressue Washer 8.5x16 Enclosed Trailer	53BPTEA21HF019198	4PX6077
2017	Big Tex	7x20 Utility Trailer 10,000lbs	16VPX2024H2038410	4RB3665
2017	Big Tex	14x8 Utility Trailer 7,000lbs	3CVU71425H2562734	4RC4266
2018	Peterbilt 337	Mechanics Body	2NP2HJ7XOJM463702	30118H2
2018	Chevy 3500HD	Crew Cab Combo Body	1GB4CYCG8JF109180	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
2018	Ford F550	4x4 Mechanics Body	1FDUF5HTXHED79188	91798J2
2018	Carson	7x14 Enclosed Trailer	4HXBE1427JC193212	4RW9979
2018	Carson	7x18 Mirage Flatbed Trailer	5M3BU1827J1079686	4RW9965
2019	Chevy 3500HD	Crew Cab Combo Body	1GB4CYCG3JF274750	84889F2

2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF2KZ197250	61108R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF5KZ198585	61109R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF7KZ200370	61103R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF4KZ200892	61106R2
2019	Chevy 1500	4x4 Crew Cab	1GCUYAEF7KZ201633	61102R2
2019	Chevy 2500	LTZ Z71 4x4 Crew Cab	1GC1KTEG9KF102273	4592152
2019	Chevy 2500	4x4 Crew Cab	1GC1KREG1KF194336	26917T2
2019	Chevy 1500	4x4 Crew Cab	3GCUKNEC2JG532908	26916T2
2019	Ford F550	Combo Body	1FDUF5GYXKDA11748	5523552
2019	Ford F550	GPS Body	1FDUF5GY4KDA11745	5522452
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
2019	Chevy MD6500	Mechanics Body	1HTKHPVM8KH811879	77942U2
2019	Chevy 1500	4x4 Club Cab	1GCUYAEFXKZ317277	17296V2
2019	Chevy 1500	4x4 Club Cab	1GCUYAEF6KZ318006	17293V2
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	1GB4CVCG1KF210545	03316V2
2019	Chevy 1500	4x4 Crew Cab	1GCPYAEH2KZ371588	41071W2
2019	Chevy 1500	4x4 Crew Cab	1GCPYAEH4KZ370877	41070W2
2020	Chevy 1500	LT Z71 4x4 Crew Cab	3GCUYDED2LG204750	26437X2
2020	Chevy 1500	LT 4x4 Crew Cab	3GCUYAEFXLG135547	69100X2
2012	Ford F550	Fuel and Lube	1FDUF5GY3CEA73889	17369G3
2013	Ford F750	XL IMT Crane Mechanics Body	3FRWF7FK4DV026224	99210Y2
2014	Ford F550	IMT Mechanics Truck	1FD0X5HT5EEA68677	32869G3
2014	Peterbilt 348	Fuel and Lube	2NP3MJ9X9EM227228	43299К3
2015	Chevy 1500	4x4 Crew Cab	3GCUKPEH1FG399833	90971X1
2015	Ford F750	IMT Mechanics Truck	3FRWF7FEXFV554721	99766X2
2015	Peterbilt 368 T/A	4000 Gallon Fuel Truck	2NP3LI0X7FM290989	46346E3
2016	Chevy 1500	4x4 Crew Cab	3GCUKNEH5GG103203	69525Y1
2016	Ford F550	Super Duty 4x4 Knapheide Lube	1FDUF5HT0GED22013	35299B3
2016	Peterbilt 368 T/A	3500 Gallon Fuel Truck	2NP3LI0XXGM324649	32870G3
2016	Kenworth T370 S/A	Fuel and Lube	2NKHHJ7X6GM114987	09654D3

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2016	Ford F550	Traffic Control Bed	1FDUF5GT0GED31084	80022D2
2016	Ford F550	Traffic Control Bed	1FDUF5GT5GED31081	80021D2
2016	Chevy 2500HD	8' Flatbed	1GB0CUEG5GZ177612	38284A2
2017	GMC 1500	SLT 4x4 Crew Cab	3GTU2NEC8HG192075	14014E2
2017	Ford F350	Lube	1FDRF3G65HEC60566	00890H3
2017	Ford F450	Contractor Body	1FDUF4GT7HEC87158	49838H2
2017	Chevy 2500HD	Crew Cab	1GC2CUEG3HZ400462	19918H2
2017	Ford F250	XL EXT Cab	1FT7X2A65HEF22033	71284F2
2018	Ford F750	Parts Truck - Flat bed	1FDNF7DC6JDF04351	99211Y2
2018	Dodge Ram 4500	Contractor Body	3C7WRKBL8JG409964	79373U2
2019	Ford F450	Crew Cab Combo Body	1FD0W4GY7KEF53831	02673Z2
2019	Dodge 5500	Mechanics Body	3C7WRMBL9KG573477	83447M3
2019	Ford F450	Flatbed	1FDUF4GT8KEF13795	46214L3
2020	Chevy 1500	High Country 4x4 Crew Cab	1GCUYHEL3LZ259531	38406Y2
2020	Chevy 1500	LTZ 4x4 Crew Cab	1GCUYGEL7LZ252978	40030Y2
2020	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED6LG319182	46486Y2
2020	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED8LG324349	46502Y2
2020	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFEDXLG323817	49928Y2
2020	Dodge Ram 5500	IMT Mechanics Truck	3C7WRMBL6LG156707	12802Z2
2020	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED0LG325916	60218Z2
2020	Dodge Ram 5500	IMT Mechanics Truck	3C7WRMBL8LG156708	13564Z2
2020	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED2LZ315677	63273A3
2020	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED4LZ316023	63353A3
2020	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED4LZ370714	59065B3
2020	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE73LF325869	92545D3
2020	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE7XLF325979	92554D3
2020	Peterbilt 337	IMT Mechanics Truck	2NP2HJ6X5LM686760	01135H3
2020	Peterbilt 337	IMT Mechanics Truck	2NP2HM6X5LM703039	17898M3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED8MZ103500	71895B3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED2MG124715	26991C3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED4MG129009	25932C3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED7MG123396	66048D3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFEDXMG130360	66033D3
2021	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE76MF159820	41629F3
2021	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE78MF128522	39259F3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED2MZ232767	70705E3

2021	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED9MG284171	70706E3
2021				
	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE71MF201407	05446G3
2021	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE73MF201294	05423G3
2021	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE73MF200744	05413G3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED5MZ248249	08245G3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	3GCPYFED3MG255457	13997H3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED9MZ438801	60830J3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED1MZ424987	60832J3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED0MZ448214	69967J3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED1MZ448545	69985J3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED1MZ247342	63792K3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFED8NZ117057	20458K3
2021	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFEDXNZ116346	20456K3
2021	Ford F650	Parts Truck - Flat bed	1FDNF6AN9MDF00041	64011D3
2022	Kenworth T270 S/A	IMT Mechanics Truck	2NKHHM6X0NM488060	46345E3
2022	Peterbilt 337	IMT Mechanics Truck	2NP2HM6X6NM784216	99491C3
2022	Chevy 3500HD	Crew Cab Combo Body	1GB4WSE77NF162685	11763L3
2022	Chevy 3500HD	Crew Cab Combo Body	1GB4WSE75NF175564	31149L3
2022	Ford F600	Lube	1FDFF6KN0NDA05411	31681L3
2022	Chevy 3500HD	Crew Cab Combo Body	1GB4WSE76NF162872	38889L3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYCEL7NZ200355	70491L3
2022	Chevy 2500	4x4 Crew Cab	2GC4YME71N1212067	75120L3
2022	Ford F150	XLT 4x4 Crew Cab	1FTFW1ED7NFA16890	21008M3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED8NG543829	26668M3
2022	Chevy 3500HD	Crew Cab Combo Body	1GB4WSE73NF280605	60345M3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED1NG541484	97396L3
2022	Chevy 3500HD	Crew Cab Combo Body	1GB4WRE77NF262648	92195M3
2022	Chevy 2500	Contractor Body	1GB1WLE70NF288783	92744M3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	1GCPYFEL7NZ117266	98563M3
2022	Dodge 5500	IMT Mechanics Truck	3C7WRMBL2NG288494	30841N3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED8NG544222	22762N3
2022	Chevy 3500	Crew Cab Combo Body	1GB3YSE76NF253856	84319N3
2022	Chevy 3500	Crew Cab Combo Body	1GB4WRE75NF316576	38686N3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFEDONG619110	87706N3
2022	Chevy 3500	Single Cab Combo Body	1GB3WRE71NF144011	88967N3
2022	Chevy 3500	Crew Cab Combo Body	1GB4WRE74NF206828	34280P3
2022	Chevy 3500	Crew Cab Combo Body	1GB4WRE76NF344094	61474P3
2022	Chevy 3500	Crew Cab Combo Body	1GB4WRE73NF344182	61468P3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED8NG595008	64026P3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFEDXNG638098	64870P3
2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED4PG106347	01228R3

2022	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED4PG106445	01239R3
2022	Chevy 2500HD	4 x4 Crew Cab	2GC4YME77N1245090	02682R3
2023	Mack MD6	W/11' IMT Dominator	1M2MDBAA3PS008984	51949L3
2023	Chevy 3500	Single Cab Combo Body	1GB3WRE71PF175116	00429\$3
2023	Chevy 1500	Custom Trailboss 4x4 Crew Cab	3GCUDCED7PG152480	05576S3
2023	Ford F150	4x4 Supercrew Lariat	1FTFW1ED1PFA53789	29374S3
2023	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED0PG198038	6182953
2023	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED0PG200421	6443853
2023	Chevy 1500	Trailboss 4x4 Crew Cab	3GCUDFED9PG198975	81766T3
2023	Chevy 3500HD	Crew Cab Combo Body	1GB4WSE79PF238281	81754T3
2023	Kenworth T370	Fuel & Lube Truck	2NKHHJ7X2JM204029	Pending
2023	Kenworth T370	Fuel & Lube Truck	2NK4HJ7X9PM254059	Pending
2023	Chevy 1500	Custom Trailboss 4x4 Crew Cab	3GCUDFED1PG198971	Pending

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5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Contractor'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.]:

TotalNumber of Workers	Total Amount of Wages	Date(s) for Payment of Wages
19	\$ 6,850,000	

- 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 Contractor'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 Contractor'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.]:

List of Independent Contractors	Current Local, State and Federal Contractor License Identification Number
None	

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- 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 Contractor'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 Contractor 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 <u>28th</u> day of June, in the year 2023 at <u>Santa Ana</u>, California.

(Signature) Eddie Juarez Print Name of Signer:

Sukut Construction, LLC Print Name of Contractor: