

**County of Orange
ATOM ENGINEERING CONSTRUCTION, INC.**

**COUNTY OF ORANGE CONTRACT
MA-299-20010733**

This Agreement is made and entered into the ____ day of _____, 20____, by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“OWNER”), and AToM Engineering Construction, Inc. (“CONTRACTOR”).

OWNER and CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS

Contract Documents, which together comprise the complete agreement between OWNER and CONTRACTOR, consist of the following: the Bid; this Agreement; the General Conditions; Supplementary General Conditions; the Non-collusion Declaration; Special Provisions; Addenda and Bulletins; Attachments; Appendices; Plans; Standard Plans; Standard Specifications; all Reference Specifications mentioned in any Contract Documents; and all modifications and amendments to the foregoing issued after the date of execution of the Agreement, including Amendments and Change Orders. The Contract Documents also include the Faithful Performance Bond and the Labor and Material Payment Bond unless such bonds are expressly not required for this Project by the Supplementary General Conditions or Special Provisions. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. SCOPE OF WORK

CONTRACTOR shall perform all work as required by, and in strict accordance with, the Contract Documents (the “Project”), which consists of a complete and operating solar powered misting system attached to the existing litter fence with fogging emitters, water filtration system, odor neutralization chemical injection system, relocation of and connection to an existing waterline, installation of a solar array with all necessary wiring and batteries, construction of a battery storage shed and foundation, AC powered motor and pump equipment storage shed, and a gravel pad as shown on the plans.

3. CONTRACT PRICE AND TIME**3.1. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for all work required by the Contract Documents the Contract Price of Four Hundred Thirty Seven Thousand Nine Hundred Sixty Two Dollars (\$437,962), as it may be adjusted pursuant to the “CHANGES” Section of the General Conditions, and in accordance with the “PAYMENTS” Section of the General Conditions.

3.2. CONTRACT TIME

Within 10 calendar days of the Board of Supervisors’ award of the Contract, CONTRACTOR shall submit to OWNER for its review: acceptable bonds; proof of insurance; initial job progress schedule; and any additional documentation required prior to execution of this Contract by the Contract Documents, Supplementary General Conditions or Special Provisions. If OWNER rejects

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the submitted documents, CONTRACTOR will have 5 additional calendar days to resubmit. If CONTRACTOR fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If CONTRACTOR fails to submit acceptable documents by the second submission, OWNER may, at its sole discretion, proceed to award the Contract to the next lowest responsive, responsible bidder or reduce the Contract Time by the number of days between OWNER's rejection of the second submission and OWNER's approval of the documents.

Upon OWNER's approval of the bonds, insurance, initial job progress schedule, and any other required submitted documents, OWNER will deliver to CONTRACTOR a signed copy of the Agreement and a Notice to Proceed with the work. CONTRACTOR shall not commence construction until OWNER issues the Notice to Proceed. CONTRACTOR shall complete all work required by the Contract Documents within **84** working days of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes **5 weather** days of anticipated weather days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the "DELAYS DUE TO WEATHER AND FORCE MAJEURE" Section of the General Conditions.

4. LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to OWNER the sum of **\$500** per day ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract Documents is delayed beyond the Contract Time, as may be adjusted by Change Order. OWNER may deduct such sum from any payments due or to become due to CONTRACTOR. If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to CONTRACTOR, then CONTRACTOR shall immediately pay OWNER the difference.

5. CONTRACTOR SHALL PERFORM (50 PERCENT) OR MORE OF THE WORK

CONTRACTOR shall be capable of performing, and shall perform with its own organization, work amounting to at least **50 percent** of the Base Bid Amount. However, any Bid Item designated as a Specialty Bid Item will be excluded from the Base Bid Amount for purposes of this Section only.

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6. ESCROWED DOCUMENTS (Reserved)**6.1. RESERVED****6.2. RESERVED****6.3. RESERVED****6.4. RESERVED****6.5. RESERVED****6.6. RESERVED****6.7. RESERVED****6.8. RESERVED****7. EMPLOYEE ELIGIBILITY VERIFICATION**

CONTRACTOR hereby certifies that it complies with all applicable laws and regulations regarding the eligibility of its employees to work in the United States, and that all of its employees performing work under this Contract meet all citizenship or immigration status requirements to do so. CONTRACTOR shall obtain all documentation necessary to verify the employment eligibility status of covered employees as described by U.S. Citizenship and Immigration Services Form I-9. CONTRACTOR shall retain such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend with counsel approved in writing by OWNER, and hold harmless the OWNER, its agents, officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION

CONTRACTOR, by executing this Agreement, hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9. PARTIES' REPRESENTATIVES**9.1. OWNER'S REPRESENTATIVES**

9.1.1. OC Waste & Recycling. The Project is under the general direction of OWNER's Board of Supervisors. The Board of Supervisors authorizes OC Waste & Recycling to be OWNER's representative in connection with the Project.

9.1.2. OWNERS's Project Manager: The Project Manager shall be Hunter Smith, unless OC Waste & Recycling Director designates in writing an alternate person who will act as OWNER's representative during construction of the Project. Unless otherwise expressly stated in the Contract Documents, the Project Manager will issue and receive all written communications on behalf of OWNER for the Project. The Project Manager shall also

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coordinate any communications to or from OWNER's Architect-Engineer ("A/E") in connection with the Project. The Project Manager shall manage the routine responsibilities of OWNER, but is not authorized to make decisions for OWNER that materially affect this Contract or create additional legal liabilities for OWNER.

9.2. OWNER'S AUTHORITY

OWNER has the final authority in all matters affecting the work. OWNER has the authority to enforce CONTRACTOR's compliance with the Contract Documents. OWNER's decision is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress, or sequence of work; and interpretation of the Contract Documents. All labor, materials, tools, equipment furnished by CONTRACTOR and all work performed by CONTRACTOR shall be subject to OWNER's approval.

9.3. CONTRACTOR'S REPRESENTATIVES

9.3.1. Representative and Alternate: Before starting work, CONTRACTOR shall designate in writing a representative who shall have complete authority to act for it. CONTRACTOR may also designate an alternate representative with complete authority to act for it. OWNER may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless CONTRACTOR identifies to OWNER in writing the officer(s) or employee(s) with such authority. The representative or alternate shall be present at the work site whenever work is in progress or whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. Any order or communication given to this representative shall be deemed delivered to CONTRACTOR. A joint venture shall designate only one representative and alternate. In the absence of CONTRACTOR's representative, instructions or directions may be given by OWNER to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to CONTRACTOR or its representative. CONTRACTOR's representative and alternate must be able to read, write, and speak English fluently.

9.3.2. Superintendent: Before starting work, CONTRACTOR shall submit to OWNER for its review and approval the name of the superintendent who will be employed full-time by CONTRACTOR and be present on site at all times while work is being performed. CONTRACTOR's superintendent must be well-qualified, and at OWNER's request CONTRACTOR shall provide documents or information to establish the superintendent's qualifications. CONTRACTOR's superintendent shall represent CONTRACTOR in the absence of CONTRACTOR's designated representative or alternate, and all directions given to the superintendent shall be binding as if given to CONTRACTOR. CONTRACTOR's representative or alternate designated in accordance with the preceding paragraph also may serve as CONTRACTOR's superintendent, provided that OWNER approves the selection of the superintendent. The superintendent must read, write, and speak English fluently. OWNER may require CONTRACTOR to replace a superintendent whose conduct or performance is unsatisfactory. CONTRACTOR shall not change its superintendent without OWNER's consent unless the superintendent is unsatisfactory to CONTRACTOR or ceases to be in CONTRACTOR's employ. If CONTRACTOR's superintendent leaves the Project, CONTRACTOR shall replace him or her within 24 hours with a new, well-qualified superintendent acceptable to OWNER.

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9.3.3. Alternate Supervision Plan: For Projects on which the original Contract Price is \$50,000 or less, CONTRACTOR may propose for OWNER's consideration a plan for providing supervision on the site that does not involve the presence of a full-time superintendent, representative, or alternate, as required by the preceding paragraphs. Any such plan must ensure that CONTRACTOR's supervision of the work is adequate and effective for purposes of completing the work timely and in compliance with the Contract Documents. OWNER may approve or reject CONTRACTOR's proposed plan in its sole and absolute discretion.

9.3.4. Emergency Contacts: CONTRACTOR shall provide OWNER with a list of names and telephone numbers at which CONTRACTOR's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

10. SIGNATURE REQUIREMENTS

The Agreement must be signed by officer(s) authorized to bind CONTRACTOR. If documentation demonstrating express authority is not provided, then the Agreement must be signed by those officers with apparent authority to bind CONTRACTOR. If CONTRACTOR is a corporation, such signatures must comply with Corporations Code Section 313, as follows:

- 1) One signature by the chairman of the board, the president, or any vice president; and
- 2) One signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

11. ENTIRE AGREEMENT

The Contract Documents represent the entire and integrated agreement between OWNER and CONTRACTOR and supersede all prior representations, statements, or agreements concerning the subject matter of this Contract, whether verbal or written.

12. BID SCHEDULE

Construction Note(s)	Item No.	Description	Qty.	Unit	Unit Cost	Total
1 GENERAL CONDITIONS						
	1.1	Bonds & Insurance	1	LS	\$18,000	\$18,000
	1.2	Mobilization	1	LS	\$22,000	\$22,000
	1.3	Construction Support Task	1	LS	\$3,000	\$3,000
SPECIAL PROVISIONS						
2 CLEARING AND GRUBBING						
2	2.1	Clear and Grub	1	LS	\$10,000	\$10,000
3 DEMOLITION (RESERVED)						
4 EARTHWORK (RESERVED)						
5 FINAL COVER (RESERVED)						

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6 LINER INSTALLATION (RESERVED)						
7 LEACHATE COLLECTION SYSTEM (RESERVED)						
8 LANDFILL GAS (RESERVED)						
9 FACILITY IMPROVEMENTS						
10, 12	9.1	Misting System	1	LS	\$14,000	\$14,000
7, 11	9.2	(S) 70 kWh Off-Grid Solar Power System	1	LS	\$190,000	\$190,000
5	9.3	Motor, Pump, Injector and Skid	1	LS	\$20,000	\$20,000
13	9.4	Instromet Wind Speed & Direction Switch	1	LS	\$5,000	\$5,000
4	9.5	12' x 12' Equipment Storage Shed	1	LS	\$30,000	\$30,000
5	9.6	4' x 4' Pump Shelter	1	LS	\$4,000	\$4,000
3	9.7	8'x8'x6" Concrete secondary containment for deodorizer	1	LS	\$8,000	\$8,000
8	9.8	4' x 4' Concrete Pad	1	LS	\$4,000	\$4,000
9	9.9	12' x 12' Concrete Foundation	1	LS	\$10,000	\$10,000
E001-E010	9.10	(S) Electrical	1	LS	\$91,962	\$91,962
10 DRAINAGE CONTROL SYSTEM (RESERVED)						
11 PAVING						
12 HABITAT MITIGATION (RESERVED)						
13 IRRIGATION AND LANDSCAPING						
6	13.1	Extend Water Line, Hose Bib, Shutoff Valve, and Vault	1	LS	\$8,000	\$8,000
14 STORM-WATER PROTECTION/EROSION CONTROL (RESERVED)						
15 CONSTRUCTION SURVEY (RESERVED)						
16 CONTRACTOR/QA/QC (RESERVED)						
ALLOWANCES						
CLOSEOUT						
BASE BID AMOUNT					\$437,960	

Notes:

- (ADD) Additive Bid Item
- (DED) Deductive Bid Item
- (DEL) Deletable Bid Item
- (NA) Non-Adjustable Bid Item
- (S) Specialty Bid Item

Abbreviations:

- | | |
|------------------|------------------------|
| CF = Cubic Foot | LS = Lump Sum |
| CY = Cubic Yard | MO = Month |
| EA = Each | TON = Ton (2,000 lbs) |
| GAL = Gallon | SF = Square Foot |
| LB = Pound | SY = Square Yard |
| LF = Linear Foot | T&M = Time & Materials |

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

*ATOM ENGINEERING CONSTRUCTION, INC.
a California Corporation*

Date: 2/5/2020

By Tamara Boyer

Tamara Boyer, President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 2/5/2020

By Larry Boyer

Larry Boyer, Secretary
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

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

Date: _____

By _____

Print
Name _____

Title _____

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

By: Paul Albarian
Deputy

Print
Name Paul Albarian