

**CONTRACT MA-299-16011145
FOR
LANDFILL GAS COLLECTION SYSTEM EXPANSION
AT FRANK R. BOWERMAN LANDFILL AND SANTIAGO CANYON LANDFILL**

This CONTRACT is made and entered into the 12th day of January, 2016, by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("COUNTY"), and CB&I Environmental & Infrastructure, Inc. ("CONTRACTOR").

COUNTY and CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS

Contract Documents, which together comprise the complete agreement between COUNTY and CONTRACTOR, consist of the following: the Bid; this Agreement; the General Conditions; Supplementary General Conditions; the Noncollusion 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. 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 Plans and Specifications and the provisions of the Contract Documents (the "Project"), which including but not limited to furnishing all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to provide the construction of a comprehensive, functional, and regulatory compliant installation for the:

PROJECT: LANDFILL GAS COLLECTION SYSTEM EXPANSION AT FRANK R. BOWERMAN LANDFILL AND SANTIAGO CANYON LANDFILL

including but not limited to construction and connection of a 24-inch HDPE SDR-17 LFG header on the south side of Frank R. Bowerman (FRB) Landfill and Install 29 vertical landfill gas (LFG) extraction wells at Santiago Canyon Landfill (19 are to have vertical wellheads; 10 are to have horizontal wellheads); convert an additional 14 wellheads from vertical to remote horizontal type wellheads (24 total including 10 of the newly drilled vertical wells) and connect to existing gas collection system. There are two types of Well heads - vertical and horizontal.

3. CONTRACT PRICE AND TIME

3.1. CONTRACT PRICE

COUNTY shall pay CONTRACTOR for all work required by the Contract Documents the Contract Price of **One Million One Hundred Twenty One Thousand Three Hundred Seventy Dollars (\$1,121,370)**, 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 award of the Contract, CONTRACTOR shall submit to COUNTY for its review: acceptable bonds; proof of insurance; initial job progress schedule; Health and Safety Plan; and Emergency/Contingency Plan for handling spills of hazardous material as required by the Contract Documents. If COUNTY rejects the submitted documents, CONTRACTOR will have 5 additional calendar days to resubmit. If CONTRACTOR fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If CONTRACTOR fails to submit acceptable documents by the second submission, COUNTY may, at its sole discretion, proceed to award the Contract to the next lowest responsive, responsible bidder or reduce the Contract Time by the number of days between COUNTY's rejection of the second submission and COUNTY's approval of the documents.

Upon COUNTY's approval of the bonds, insurance, initial job progress schedule, and acceptance of the Health and Safety Plan and Emergency/Contingency Plan, COUNTY will deliver to CONTRACTOR a signed copy of the Agreement and a Notice to Proceed with the work. CONTRACTOR shall not commence construction until COUNTY issues the Notice to Proceed. CONTRACTOR shall complete all work required by the Contract Documents within **one-hundred and twenty (120)** calendar days of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes **10** days of anticipated weather days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the "DELAYS DUE TO WEATHER AND FORCE MAJEURE" Section of the General Conditions.

4. LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to COUNTY the sum of **two thousand dollars (\$2,000.00)** per day ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract Documents is delayed beyond the Contract Time, as may be adjusted by Change Order. COUNTY may deduct such sum from any payments due or to become due to CONTRACTOR. If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to CONTRACTOR, then CONTRACTOR shall immediately pay COUNTY the difference.

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

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

6. 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

COUNTY, and hold harmless the COUNTY, its agents, officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION

CONTRACTOR, by executing this Agreement, hereby certifies:

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

9. PARTIES' REPRESENTATIVES

9.1. COUNTY'S REPRESENTATIVES

9.1.1. The Project is subject to the general direction of COUNTY's Board of Supervisors. The Board of Supervisors has authorized the Director of OC Public Works to award the Contract pursuant to Orange County Codified Ordinance Section 1-8-12. The Director of OC Waste & Recycling shall be COUNTY's representative in connection with performance of the Contract.

9.1.2. Construction Representative. The Director of OC Waste & Recycling will designate in writing the person who will act as COUNTY's representative during construction of the Project. Unless otherwise expressly stated in the Contract Documents, COUNTY's designated representative will issue and receive all written communications on behalf of COUNTY for the Project. The designated representative shall also coordinate any communications to or from COUNTY's Architect-Engineer ("A-E") in connection with the Project.

9.2. COUNTY'S AUTHORITY

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

9.3. CONTRACTOR'S REPRESENTATIVES

9.3.1. Representative and Alternate: Before starting work, CONTRACTOR shall designate in writing a representative who shall have complete authority to act for it. CONTRACTOR may also designate an alternate representative with complete authority to act for it. COUNTY may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless CONTRACTOR identifies to COUNTY in writing the officer(s) or employee(s) with such authority. The representative or alternate shall be present at the work site whenever work is in progress or whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. Any order or communication given to this representative shall be deemed delivered to CONTRACTOR. A joint venture shall designate only one representative and

- alternate. In the absence of CONTRACTOR's representative, instructions or directions may be given by COUNTY to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to CONTRACTOR or its representative. CONTRACTOR's representative and alternate must be able to read, write, and speak English fluently.
- 9.3.2. Superintendent: Before starting work, CONTRACTOR shall submit to COUNTY for its review and approval the name of the superintendent who will be employed full-time by CONTRACTOR and be present on site at all times while work is being performed. CONTRACTOR's superintendent must be well-qualified, and at COUNTY's request CONTRACTOR shall provide documents or information to establish the superintendent's qualifications. CONTRACTOR's superintendent shall represent CONTRACTOR in the absence of CONTRACTOR's designated representative or alternate, and all directions given to the superintendent shall be binding as if given to CONTRACTOR. CONTRACTOR's representative or alternate designated in accordance with the preceding paragraph also may serve as CONTRACTOR's superintendent, provided that COUNTY approves the selection of the superintendent. The superintendent must read, write, and speak English fluently. COUNTY may require CONTRACTOR to replace a superintendent whose conduct or performance is unsatisfactory. CONTRACTOR shall not change its superintendent without COUNTY's consent unless the superintendent is unsatisfactory to CONTRACTOR or ceases to be in CONTRACTOR's employ. If CONTRACTOR's superintendent leaves the Project, CONTRACTOR shall replace him or her within 24 hours with a new, well-qualified superintendent acceptable to COUNTY.
- 9.3.3. Alternate Supervision Plan: For Projects on which the original Contract Price is \$50,000 or less, CONTRACTOR may propose for COUNTY's consideration a plan for providing supervision on the site that does not involve the presence of a full-time superintendent, representative, or alternate, as required by the preceding paragraphs. Any such plan must ensure that CONTRACTOR's supervision of the work is adequate and effective for purposes of completing the work timely and in compliance with the Contract Documents. COUNTY may approve or reject CONTRACTOR's proposed plan in its sole and absolute discretion.
- 9.3.4. Emergency Contacts: CONTRACTOR shall provide COUNTY with a list of names and telephone numbers at which CONTRACTOR's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

10. SIGNATURE REQUIREMENTS

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

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

11. ENTIRE AGREEMENT

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

SIGNATURE PAGE FOLLOWS

County of Orange, OC Public Works (OCWR)
Landfill Gas Collection System Expansion

Contract #MA-299-16011145

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

Dated: _____

COUNTY OF ORANGE
a political subdivision of the State of California



By _____
Chairman of its Board of Supervisors

Facsimile signature authorized per G.C.SEC. 25103, RESO 79-1535, signed and certified that a copy of this Document has been delivered to the Chair of the Board

Attest:

Clerk of the Board of Supervisors
Orange County, California

CB&I Environmental & Infrastructure, Inc.
"CONTRACTOR"

Signature: Malcolm Jarrell

Title: Vice President

Printed Name: Malcolm Jarrell

Signature: _____

Title: _____

Printed Name: _____

IMPORTANT NOTICE FOR CORPORATIONS:

Based on California Corporations Code Section 313: One of the following two methods must be used by a corporation when it enters into a contract with the County:

1. The document must be signed by two people. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2. One corporate officer may sign the Document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

APPROVED AS TO FORM:
County Counsel

Signature: Eric Dirlik

By: Eric Dirlik

Dated: 12-14-15

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

**OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY
OF CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
REGARDING CONTRACTING AUTHORITY**

I, **EDWARD J. EVERITT**, do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of CB&I Environmental & Infrastructure, Inc. (the "Company"), a corporation duly organized and validly existing under the laws of the State of Louisiana, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), **Malcolm Jarrell** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary (not to exceed cumulative fixed price contract value of \$2,000,000.00 or cost reimbursable/time & materials contract value of \$30,000,000.00) to complete the contracting process relating to the **County of Orange Contract MA-299-16011145 for Landfill Gas Collection System Expansion at Frank R. Bowerman Landfill and Santiago Canyon Landfill**.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of CB&I Environmental & Infrastructure, Inc. on this 11TH day of December, 2015.

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

By: _____

Edward J. Everitt,
Corporate Secretary

Corporate Seal:

