

COUNTY OF ORANGE CONTRACT
TRI-CITY REGIONAL PARK EXERCISE EQUIPMENT AREA

This Agreement is made and entered into the ____ day of _____, 20____, by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“COUNTY”), and _____ (“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 Non-collusion Declaration; Special Provisions; Addenda and Bulletins; Attachments; Appendices; Plans; Standard Plans; Standard Specifications; all Reference Specifications mentioned in any Contract Documents; and all modifications and amendments to the foregoing issued after the date of execution of the Agreement, including Amendments and Change Orders. The Contract Documents also include the Faithful Performance Bond and the Labor and Material Payment Bond unless such bonds are expressly not required for this Project by the Supplementary General Conditions or Special Provisions. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

2. SCOPE OF WORK

CONTRACTOR shall perform all work as required by, and in strict accordance with, the Contract Documents (the “Project”), which consists of the installation of exercise equipment course in Tri-City Regional Park, County of Orange, California.

The work includes, but may not be limited to, installation of exercise equipment, concrete fitness area, concrete pathway, park benches, planting, irrigation and, repair of landscaping, protection existing utilities, protection of various park amenities in and around the project site.

Other items of work or detailed not mentioned above that are required by the Plans, CA MUTCD (California Manual on Uniform Traffic Control Devices), Standard Specifications, or these Special Provisions, shall be performed, placed, constructed or installed.

It is the Contractor’s responsibility to verify all controlling field dimensions before ordering or fabricating any material.

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 Two Hundred Ninety Five Thousand Twenty Five Dollars (\$295,025), as it may be

**County of Orange, OC Public Works
Exbon Development, Inc.**

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 COUNTY for its review: acceptable bonds; proof of insurance; initial job progress schedule; and any additional documentation required prior to execution of this Contract by the Contract Documents, Supplementary General Conditions or Special Provisions. If COUNTY rejects the submitted documents, CONTRACTOR will have 5 additional calendar days to resubmit. If CONTRACTOR fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If CONTRACTOR fails to submit acceptable documents by the second submission, COUNTY may, at its sole discretion, proceed to award the Contract to the next lowest responsive, responsible bidder or reduce the Contract Time by the number of days between COUNTY’s rejection of the second submission and COUNTY’s approval of the documents.

Upon COUNTY’s approval of the bonds, insurance, initial job progress schedule, and any other required submitted documents, COUNTY will deliver to CONTRACTOR a signed copy of the Agreement and a Notice to Proceed with the work. CONTRACTOR shall not commence construction until COUNTY issues the Notice to Proceed. CONTRACTOR shall complete all work required by the Contract Documents within **120** working days of the effective date of the Notice to Proceed (“Contract Time”). The Contract Time includes **10** weather days of anticipated weather days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the “DELAYS DUE TO WEATHER AND FORCE MAJEURE” Section of the General Conditions.

4. LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to COUNTY the sum of **\$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. COUNTY may deduct such sum from any payments due or to become due to CONTRACTOR. If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to CONTRACTOR, then CONTRACTOR shall immediately pay COUNTY the difference.

5. CONTRACTOR SHALL PERFORM (51 PERCENT) OR MORE OF THE WORK

CONTRACTOR shall be capable of performing, and shall perform with its own organization, work amounting to at least **51%** of the Base Bid Amount. However, any Bid Item designated as a Specialty Bid Item will be excluded from the Base Bid Amount for purposes of this Section only.

6. ESCROWED DOCUMENTS (RESERVED)

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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. OC Public Works. The Project is under the general direction of COUNTY's Board of Supervisors. The Board of Supervisors authorizes OC Public Works to be COUNTY's representative in connection with the Project.

9.1.2. COUNTY'S Project Manager: The Project Manager shall be **Mansour Katany**, unless OC Public Works Director designates in writing an alternate person who will act as COUNTY'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 COUNTY for the Project. The Project Manager shall also coordinate any communications to or from COUNTY's Architect-Engineer ("A/E") in connection with the Project. The Project Manager shall manage the routine responsibilities of COUNTY, but is not authorized to make decisions for COUNTY that materially affect this Contract or create additional legal liabilities for COUNTY.

9.2. COUNTY'S AUTHORITY

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

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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.

County of Orange, OC Public Works
Exbon Development, Inc.**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.

12. BID SCHEDULE

Item	Description	Qty.	Unit	Unit Cost	Total
1	General Conditions	1	LS	\$20,000	\$20,000
2	Bonds & Insurance	1	LS	\$3,500	\$3,500
3	General Contractor's Fee	1	LS	\$25,000	\$25,000
4	Mobilization	1	LS	\$5,000	\$5,000
5	Survey/Staking	1	LS	\$8,000	\$8,000
6	Clear/Grub	1	LS	\$5,000	\$5,000
7	Demo existing asphaltic concrete	1	SF	\$8,000	\$8,000
8	Concrete Walkway	1	LS	\$20,000	\$20,000
9	Concrete Seat Wall Planter	1	SF	\$25,000	\$25,000
10	Concrete Fitness Area	3,750	LS	\$13.60	\$51,000
11	Fitness Equipment	1	EA	\$71,300	\$71,300
12	Truncated Domes	1	EA	\$2,000	\$2,000
13	Benches	2	LS	\$2,112.50	\$4,225
14	Irrigation	1	LS	\$8,000	\$8,000
15	Planting	1	LS	\$4,000	\$4,000
16	90-day Maintenance	1	Months	\$1,000	\$1,000
17	Supplemental Work (D)	1	LS	\$34,000	\$34,000
Total Contract Amount:					\$295,025

Abbreviations:

(A) Additive Bid Item	CF = Cubic Foot	LF = Linear Foot
(D) Deletable Bid Item	CY = Cubic Yard	LS = Lump Sum
(F) Final Quantity Bid Item	DAY = Working Day	MO = Month
(NA) Non-Adjustable Bid Item	EA = Each	TON = Ton (2,000 lbs)
(P) Partial Payment Bid Item	GAL = Gallon	SF = Square Foot
(S) Specialty Bid Item	LB = Pound	SY = Square Yard
		T&M = Time & Materials

SIGNATURE PAGE FOLLOWS

**County of Orange, OC Public Works
Exbon Development, Inc.**

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

EXBON DEVELOPMENT, INC.
a California Corporation

Date: 10/6/2020

By: Jae K. Jung

Jae K. Jung, 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: 10/6/2020

By: Jae K. Jung

Jae K. Jung, 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: Mark Sanchez
Deputy

Print
Name: Mark N. Sanchez