

# **AGREEMENT**

**JOHN WAYNE AIRPORT  
PROJECT NO. 281-281-4200-P401  
RUNWAY RE-DESIGNATION PROJECT**

**A G R E E M E N T  
(FEDERALLY FUNDED PROJECT)**

THIS AGREEMENT, made and entered into the \_\_\_ day of \_\_\_\_\_, 201\_, by and between the County of Orange, a body corporate and politic, hereinafter referred to as "COUNTY," and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR."

**W I T N E S S E T H:**

That COUNTY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Contract includes all of the following Contract Documents, to wit:
  - 1) This Agreement;
  - 2) Notice Inviting Bids;
  - 3) Instruction to Bidders;
  - 4) Contractor Bid Form;
    - a) Bidder's Bond
    - b) Noncollusion Affidavit
    - c) Certification of Non-segregated Facilities
    - d) Suspension and Debarment Requirements
    - e) Buy American Certificate
    - f) Trade Restriction Clauses to be included in all Solicitations, Contracts, and Subcontracts
    - g) Bidder's Statement on Previous Contracts Subject to EEO Clause
  - 5) Faithful Performance Bond;
  - 6) Labor and Materials Payment Bond;
  - 7) Escrow Agreement for Security Deposits in Lieu of Retention;
  - 8) General Conditions;
  - 9) General Requirements;
  - 10) Federal Funding Requirements;
  - 11) General Wage Decision/Labor Compliance,

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- 12) Plans;
- 13) Drawings;
- 14) Details and Technical Specifications;
- 15) Addenda; and
- 16) All modifications and amendments thereto.

The complete Contract Documents comprise the sole agreement between the parties as to the subject matter therein. Any representations or agreements not specifically contained therein are null and void. Any amendments to any Contract Documents must be made in writing, and signed by both parties. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all.

2. **SCOPE OF WORK.** The Scope of Work is set forth in the Contract Documents. CONTRACTOR shall perform everything required and shall provide and furnish all the labor, materials, permits, necessary tools, expendable equipment, and all utility and transportation services (“Work”) required for the following:

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All of said Work to be performed and materials to be furnished shall be in strict accordance with this Contract Plans, Drawings, Details, and Technical Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by COUNTY.

3. **CONTRACT AWARD DATE AND TIME OF COMPLETION.** The Contract will commence the day that the Board of Supervisors votes to approve the award of the Contract (“Contract Award Date”). The CONTRACTOR shall complete all Work by **JULY 24, 2014 at 6:00 AM**, which shall be hereinafter referred to as the “Time of Completion”.
4. **CONTRACT AMOUNT.** COUNTY agrees to pay and the CONTRACTOR agrees to accept in full payment for the Work above agreed to be done, the sum of: **Seven hundred and twenty-six thousand** dollars (**\$726,000.00**), (“Contract Sum”), which sum is to be paid in accordance with the provision of Section 5 of this Agreement and subject to additions and deductions, if any, as hereinafter provided.

The CONTRACTOR shall submit, for COUNTY's approval, acceptable Performance Bond and Labor and Material Payment Bond, and Insurance Certificates within seven (7) calendar days of the Contract Award Date. Should the CONTRACTOR submit the documents on time, COUNTY will review each document for acceptance by COUNTY within fourteen (14) calendar days of timely receipt. Construction will not commence

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until such bonds and insurance are approved by the COUNTY. Failure of the bidder to whom the Contract is awarded to execute the Agreement and file acceptable bonds as provided herein shall be just cause for the forfeiture of the Bid Guaranty and may constitute a material breach of this Contract. The time required for submission and review of the bonds and insurance certificates is included within the Time of Completion. The CONTRACTOR shall not be entitled to any compensation, or time extension for its failure to submit bonds and insurance within the time prescribed above.

5. **PAYMENTS.** On or about the 30th day of the month following the commencement of the Work, there shall be paid to the CONTRACTOR a sum equal to 95 percent of the value of all Work, materials, and equipment covered by an application for payment that is properly submitted and considered undisputed by JWA, less the total amount of any stop notices and/or liens as required under the laws of the State of California.

The CONTRACTOR shall be paid such sum as will bring the payments each month up to 95 percent of the value of the Work completed, since the commencement of the Work, less all previous payments. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by John Wayne Airport, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract. Payments shall not be considered as an acceptance of any part of the Work.

Pursuant to Public Contract Code Section 20104.50, if John Wayne Airport fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR, JWA shall pay interest to the CONTRACTOR equal to the rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

The final payment, if unencumbered, or any part thereof unencumbered, shall not be made later than sixty (60) days after completion (as defined by Public Contract Code Section 7107) of the work unless otherwise provided for by law and submission of all completion documents.

Nothing contained in this Agreement shall prejudice the right of the COUNTY to withhold any additional amount of payment to the General CONTRACTOR to cover any Project related claims of the COUNTY against the General CONTRACTOR, or to cover any other Project related offsets against the General CONTRACTOR as permitted by California law.

**Prompt Payment:** The CONTRACTOR shall pay each progress payments to its subcontractors within ten (10) days of its receipt of any progress payment and retention within seven (7) days of its receipt of any retention, based on the subcontractor's work to the extent of such subcontractor's interest therein and entitlement thereto. The

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CONTRACTOR shall comply with all prompt payment provision of the Public Contracts Codes, including but not limited to Sections 10262 and 7107.

**6. LIQUIDATED DAMAGES.** Time is of the essence in the Contractor's performance of this Contract.

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to the COUNTY:

- \$10,000.00 per calendar day if all work on the Project is not Substantially Complete by July 24, 2014 at 6:00 AM. Substantial Completion requires all proposed signs with final panels to be installed and operational along with the revised Runway Designation Markings in place and dried so the Runway is available for use.
- \$1,000.00 per calendar day if the airfield sign shop drawings are not submitted within 21 calendar days of Notice to Proceed.
- \$1,000.00 **per minute** if the airport is not open and the runways available for use by 6:00 AM each day.
- \$1,000.00 per calendar day if all surface painted signs are not completed by July 31, 2014.
- \$1,000.00 per calendar day if the Contractor's Site is not cleaned up and restored within 30 calendar days following Substantial Completion of all areas.

Such sum(s) may be deducted from any payments due to or to become due to CONTRACTOR. Completion means completion as defined by Public Contract Code Section 7107.

**7. WAIVER OF CLAIMS.** Unless a shorter time is specified elsewhere in this Contract, or before making its final request for payment under Paragraph 5 above, CONTRACTOR shall submit to COUNTY, in writing, all claims for compensation under or arising out of this Contract. The acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against COUNTY under or arising out of this Contract except those previously made in writing and identified by CONTRACTOR as unsettled at the time of its final request for payment.

**8. WARRANTY WORK.** Commencing with the date the Notice of Completion is recorded, the CONTRACTOR will warrant all work for a period of 365 days. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by John Wayne Airport on items affecting use of facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR or, if necessary, the CONTRACTOR's Performance Bond.

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- 9. WAGE RATES.** CONTRACTOR shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations.

These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at John Wayne Airport Administration. The CONTRACTOR shall comply with the provisions of Section 1774, 1775, 1776, and 1813 of the Labor Code. As this project is funded under the state and Local Fiscal Assistance Act of 1972 (Public Law 92-512), the following provision of the Davis-Bacon Act shall be complied with:

- A. The attached wage determination decision of the Secretary of Labor (located in Section IV, "General Wage Decision" as a referenced guide only) specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working directly upon the site of the work, the rates having been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this work is to be performed. It is the CONTRACTOR's responsibility to comply with the latest General Decision number. **THESE MINIMUM HOURLY RATES OF WAGES SHALL APPLY ONLY IF THE CONTRACT IS IN EXCESS OF \$2,000.**
- B. While the wage rates given in the attached decision are the minimum rates required to be paid during the life of the Contract, it is the responsibility of bidders to inform themselves as to local labor condition such as the prevailing wages rates, the length of the work day and work week, overtime compensation, fringe benefits payments, available labor supply, and prospective changes or adjustments of wage rates. The CONTRACTOR shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the Contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the attached decision.
- C. The wage determination decision of the Secretary of Labor is attached solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract and is not to be implicated. Under no circumstance shall any mistake in attaching the appropriate wage determination decision of the Secretary of Labor and in the wage rates set forth entitle the successful bidder to cancellation of its bid or Contract or to an increase in the Contract price or other additional payment or recovery.

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- D. The CONTRACTOR is further advised that the minimum wage rates are as determined by the State of California. The Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this CONTRACT from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at the office of John Wayne Airport Administration at cost.

CONTRACTOR shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The provisions of Sections 1775 and 1813 of the Labor Code will be compiled with.

In the event there are any differences between the minimum wage rates as determined by the U.S. Secretary of Labor and those determined by the State of California, the highest rate must be paid.

- E. Labor standards pertinent to this contract are contained in 29 CFR, Section 5.5.

**10. DBE REQUIREMENTS.**

- A. **Policy** - It is the policy of the John Wayne Airport under the direction of its governing body, the Orange County Board of Supervisors, to promote the objectives of the Department of Transportation with respect to the participation of Disadvantaged Business Enterprises (DBEs) in DOT-assisted contracts. This policy has been formulated to comply with 49 CFR Part 26. The objectives of the program are as follows:

- 1) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs.
- 2) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- 3) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law.
- 4) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs.

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- 5) To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- 6) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.
- 7) To provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

John Wayne Airport has in the past as a matter of both principle and law established an Affirmative Action Program to ensure that no person is discriminated against on the grounds of race, color, national origin or sex in any program associated with the airport. John Wayne Airport administers a DBE program in compliance with 49 CFR Part 26 as an extension of its Affirmative Action Program.

- B. **DBE Obligations.** The CONTRACTOR, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- C. **Compliance.** All CONTRACTORS or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligation, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the Airport.
- D. **Reporting Requirements.** The CONTRACTOR shall provide all information and reports required by the Project Manager and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified in Appendix A.
- E. **Prompt Payment:** The CONTRACTOR shall pay each progress payments within ten (10) days of its receipt of any progress payment and retention within seven (7) days of its receipt of any retention, based on the CONTRACTOR's



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work to the extent of such subcontractor's interest therein and entitlement thereto. The CONTRACTOR shall comply with all prompt payment provision of the Public Contracts Codes, including but not limited to Sections 10262 and 7107.

Section 10262 of the Public Contract Code states as follows:

*The contractor shall pay to his subcontractors, within 10 days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein. Such payments to subcontractors shall be based on estimates made pursuant to Section 10261. Any diversion by the contractor of payments received for prosecution of a contract, or failure to reasonably account for the application or use of such payments, constitutes ground for actions proscribed in section 10253, in addition to disciplinary action by the contractors' state license board and the department of any payment less than the amount or percentage approved for the class or item of work as set forth in Section 10261.*

Section 7107 of the Public Contract Code regarding release and payment of retention provides in pertinent part as follows:

*Subject to subdivision (e), within 7 days from the time that all or any portion of the retention proceeds are received by the original contractor, the original contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.*

- 11. AUDIT.** The COUNTY reserves the right to designate its own employee representative(s) or its contracted representatives with a certified public accounting firm who shall have the right to audit the CONTRACTOR's accounting procedures and internal controls of the CONTRACTOR's financial systems and to examine any cost, revenue, payment, claim, other records, or supporting documentation resulting from any items set forth in the Contract Documents. Any such audit(s) shall be undertaken by the COUNTY or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. The CONTRACTOR agrees to fully cooperate with any such audit(s) and shall make office and support facilities available to the COUNTY's representative(s) as may be reasonably necessary to complete any such audits and inspections.

This right to audit shall extend during the length of this Agreement and for a period of three (3) years, or longer if required by law, following the date of final payment. The

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CONTRACTOR agrees to retain all necessary records/ documentation for the entire length of this audit period.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this CONTRACT involves expenditures of public funds aggregating in excess of Ten Thousand Dollars (\$10,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this CONTRACT.

- 12. SUBCONTRACTOR AUDIT.** The CONTRACTOR shall include a clause in its agreements with SUBCONTRACTORS reserving the right for audits to be performed by its own employee representative(s), its contracted representatives from a certified public accounting firm, and/or representatives from the COUNTY, who shall have the right to audit the accounting procedures and internal controls of the financial systems and to examine any cost, revenue, payment, claim, other records, or supporting documentation resulting from any items set forth in its agreements.

This right to audit shall extend during the length of this Agreement and for a period of three (3) years, or longer if required by law, following the date of final payment. The CONTRACTOR agrees to retain all necessary records/documentation for the entire length of this audit period.

- 13. GOVERNING LAW AND VENUE.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in state court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing services under this agreement, the CONTRACTOR shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all work under this Agreement has been completed, and continuing until the expiration of any limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another County under the Code of Civil Procedure Section 394.

- 14. WORKER'S COMPENSATION LABOR CODE 3700.** The 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 Worker's Compensation or undertake self-

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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."

**15. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT FORMS.**

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, all contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of *each* individual who owns an interest of 10 percent or more in the contracting entity.

In addition, all contractors must provide:

- A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Information provided shall be transmitted to the Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the requesting agency.

**Failure of the Contractor to submit the data and/or certifications required above** or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment **shall constitute a material breach of the contract.** Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

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**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

1. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

2. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

(Additional sheets may be used if necessary)

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**CHILD SUPPORT ENFORCEMENT CERTIFICATE**

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.*

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*Signature \**

*Please Print Name*

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*Title*

*Date*

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*Signature*

*Please Print Name*

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*Title*

*Date*

---

*Company Name*

---

*Project Number*

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**16. JWA INFORMATION TECHNOLOGY NETWORK**

- A. The County shall provide connection to its Information Technology network in support of Contractor's required access to JWA's Project Management System Oracle Primavera Unifier.
- B. The Contractor shall submit to the County the following JWA User Access Request Form within seven (7) days following Contract Award. The JWA User Access Request Form is required for each employee to access Project documentation, including, but not limited to correspondence, monthly reports, schedules, RFIs, daily reports, payment applications, deliverables/submittals, change documentation, plans and drawings, and all other communication.
- C. The JWA will create the user ID with approved access rights and provide an initial password to the user in a secure manner. As remote users, the Contractor's employees shall acknowledge and comply with the following JWA's Portal Usage Policy.
- D. Such internet connection will allow the Contractor secured access to the JWA Oracle Primavera Unifier Project Document Management System.
- E. The Contractor shall use the JWA Oracle Primavera Unifier Project Document Management System. Oracle Primavera shall be the Contractors exclusive means of communication with JWA and its representatives for all Project documentation.
- F. JWA Process for Gaining Access to JWA Systems.
  - 1) Process for Gaining Access to JWA Systems.

There are two forms, required to be filled out to obtain equipment, software, and/or access to JWA systems:

- IT Usage Policy Acknowledgement
- User Access Request Form – Non-County Employees

The requestor shall fill out the Contractor User Information section, Sections 2, 3, 4 if applicable and then sign within Section 5. The User Access Request Form will not be processed without your company manager's signature in Section 6. Once you have filled out the form and obtained your company manager's signature please submit the form to the JWA Project Manager. The JWA Project Manager will then obtain the JWA Manager's signature in Section 6 to begin processing the request through JWA IT Section.

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For Oracle Primavera access, new companies may take as long as a week to process; existing companies with new access requests should only require one to three business days to process. Once completed, the requestor will receive two separate e-mails from the JWA IT Section. The first will have your user name and the other will have your password, respectively. The first time you log on the web-based application you will be required to reset your password and configure your settings.

2) Help Desk.

If you experience any errors or have difficulties with any of the equipment/software, a request must be submitted to the Help Desk at (949) 852-4004. You will need to provide your name, e-mail, phone number, location, and a brief description of the problem. Once the information is entered into the system, a call ticket will be created and sent to a JWA IT representative, who will contact you within one to three business days.

G. JWA will provide Oracle Primavera Unifier System training upon receipt of the JWA User Access Request Form(s) shown below.

1) Oracle Primavera Training.

For Oracle Primavera Training, please contact the JWA Project Manager to schedule a time and date. For Document Locator Training and/or other software, please contact the JWA Project Manager or submit a Help Desk Request.

Please note that if you have not log on to Oracle Primavera within a 30 day period your account will be deactivated. To reactive your account, please submit a help desk ticket for Oracle Primavera reactivation. Also, after 4 failed attempts to log on you will be locked out of Oracle Primavera Unifier. To unlock your account and re-set your password please call in a help desk ticket.

2) Access to Oracle Primavera Unifier Document Manager.

If you need access to a folder in Oracle Primavera Unifier Document Manager please contact the JWA Project Manager.

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**1 INTRODUCTION:**

The County of Orange Information Technology (IT) Usage Policy is the foundation of the County's information security efforts. Each member of the County workforce is responsible for understanding his/her role in maintaining County IT security. This policy summarizes your information technology responsibilities. To learn more about information security, please see the Information Technology Security Policy.

Complete **Section 5: Acknowledgement** after you have finished reading this document. Your signature on the Acknowledgement indicates that you understand and will comply with County security policy. If you disregard security policies, standards, or procedures, you can be subject to County and agency-specific disciplinary action.

**2 TERMS YOU NEED TO KNOW:**

<b>Authentication</b>	The process of verifying the identity of anyone who wants to use County information before granting them access.
<b>Back Up</b>	To copy files to a second medium (for example, a disk or tape) as a precaution in case the first medium fails.
<b>Confidentiality / Non-Disclosure Agreement</b>	An agreement that outlines sensitive materials or knowledge that two or more parties wish to share with one another. By way of such agreement, the parties to the agreement agree not to share or discuss with outside parties the information covered by the agreement.
<b>System or Software Configuration Files</b>	Highly important files that control the operation of entire systems or software.
<b>Electronic Communication</b>	Messages sent and received electronically through any electronic text or voice transfer/storage system. This includes e-mail, text messages, instant messages (IM) and voicemail.
<b>Encryption</b>	The translation of data into a secret code. Encryption is the most effective way to achieve data security. To read an encrypted file, you must have access to a secret key or password that enables you to <i>decrypt</i> it. Unencrypted data is called <i>plain text</i> ; encrypted data is referred to as <i>cipher text</i> .
<b>Information Security</b>	Safeguarding an organization's data from unauthorized access or modification to ensure its availability, confidentiality, and integrity.
<b>Information Technology (IT)</b>	The broad subject concerned with all aspects of managing and processing information within an organization.
<b>Local Security Administrator (LSA)</b>	The person at each agency who is responsible for the operational maintenance of IT security resources within the agency.
<b>Network</b>	Two or more linked computer systems. There are many different types of computer networks.
<b>Password</b>	Sequence of characters (letters, numbers, symbols) used in combination with a User ID to access a computer system or network. Passwords are used to authenticate the user before s/he gains access to the system.



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**County of Orange****Information Technology Usage Policy**

<b>Personally Identifiable Information (PII)</b>	Any piece of information that could be used to uniquely identify, contact, or locate a single person. Examples include: full name; national identification number; email address; IP address; driver's license number; and Social Security Number.
<b>User</b>	Any individual who uses a computer.
<b>User ID</b>	Unique name given to a user for identification to a computer or telephone network, database, application, etc. Coupled with a password, it provides a minimal level of security.
<b>Virus / Malicious Software</b>	A software program that interferes with computer operation, damages or destroys electronic data, or spreads itself to other computers. Viruses and malicious software are often transmitted via email, documents attached to email, and the Internet.
<b>Workforce Member</b>	Any member of the County workforce, including employees, temporary help, contractors, vendors and volunteers.

**3 POLICY OVERVIEW**

As a member of the County workforce, you are expected to comply with the County's Information Technology Usage Policy. Your agency may have additional policies that you must follow as part of your job.

The following are key concepts of the County's policy:

- Information created or used in support of County business activities is the property of the County.
- Your assigned information technology resources are meant to facilitate the efficient and effective performance of your duties. It is your responsibility to ensure that resources are not misused and that you comply with policy.
- If you need to access confidential information as part of your duties, you will be asked to sign a confidentiality or non-disclosure agreement before you access the County network.
- Many County facilities house sensitive or critical information systems. You are expected to comply with all physical access controls designed to restrict unauthorized access.
- You may not remove County equipment or data in any format from the workplace unless you have received prior written approval from your supervisor or manager.
- The use of the network and Internet is a privilege, not a right. If you violate policy, you may lose your network and/or Internet access. The County may refuse to reinstate your access for the remainder of your employment at the County. The County may also take other disciplinary action as appropriate under County policy, departmental policy and applicable employment MOUs.

**4 YOUR RESPONSIBILITIES**

Your security responsibilities fall under several different Information Technology categories. Each category and the key responsibilities associated with it are listed below:

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**USER IDs AND PASSWORDS**

- You will be issued a network user ID unique to you. Only you may use your user ID to access County resources (e.g. computer, telephone, FAX).
- You will be issued a default password at the same time as your user ID. You will be prompted to change your password the first time you log in to the system.
- Do not share user IDs and passwords with other users or individuals, including coworkers and supervisors. Treat your password as sensitive and highly confidential information.
- You are agreeing to follow the Information Technology Usage Policy when you accept a password from the County and use it to access the County data or telephone networks, the Internet, or the Intranet.
- Change your password immediately if you think someone else knows it. Report your suspicions to management.
- If you lose or forget your password, you are required to request a password reset. No one else can do it for you.

**HARDWARE AND SOFTWARE**

- The County will provide, and employees may request, peripheral equipment such as ear buds for cellular phones or Blackberry devices, as may be necessary to enable compliance with all local laws which pertain to the use of mobile communication equipment or the individual workplace needs for the employee to perform his or her employment.
- Never download or install any hardware or software without prior written approval of your agency IT representative.
- Do not make any changes to system and/or software configuration files unless specifically authorized in writing by your agency IT.
- Maintain your business data files on a network (or "shared") drive so that they can be backed up according to your agency's regular backup schedule.
- Use the "lock workstation" feature any time you leave your workstation logged on to the network and you are away from your desk.
- Do not connect a County laptop or other mobile device to the network until it has been scanned for viruses and malicious software.
- Follow the authentication procedures defined by your agency whenever you log in to the County network via Remote Access.
- Do not attempt to connect your workstation, laptop, or other computing device to the Internet via an unauthorized wireless or other connection while simultaneously connected to any County network.
- Retain original software installed on your computer if it is provided to you. The software must be available when your system is serviced in case it needs to be reinstalled.
- Do not keep liquids or magnets on or near computers, as they can cause serious damage.
- Ensure that your equipment is plugged into a surge protector at all times.

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- Report all computer problems in detail on the appropriate form and/or when you contact the County Service Desk or discuss the problem with your agency's Help Desk.
- Report equipment damage immediately to the County Service Desk or your agency's Help Desk.

**EMAIL and TELEPHONE**

- The e-mail and telephone systems and networks are primarily for official County business.
- Management can freely inspect or review electronic mail and data files including voicemail. Employees should have no expectation of privacy regarding their internet usage, electronic mail or any other use of County computing or telephone equipment.
- Do not use a County email account or voicemail box assigned to another individual to send or receive messages unless you have been authorized, in writing, to act as that individual's delegate.
- Use of personal Internet (external) email systems from County networks and/or desktop devices is prohibited unless there is a compelling business reason for such use and prior written approval has been given by agency management and agency IT.
- Do not configure or use automated forwarding to send County email to Internet-based (external) email systems unless specifically authorized to do so, in writing, by County management.
- Send confidential information via email only with the written permission of management and only via an approved method. Mark the email according to agency policy.
- Treat confidential or restricted files sent as attachments to email messages as confidential or restricted documents. This also applies to confidential or restricted information embedded within an email message as message text or a voicemail message.
- Do not delete email or voicemail messages or other data if management has identified the subject matter as relevant to pending or anticipated litigation, personnel investigation, or other legal processes.

**THE INTERNET / INTRANET**

- Internet/Intranet access is primarily for County business.
- You may access the Internet for limited personal use only during nonworking time and in strict compliance with policy. If there is any doubt about whether an activity is appropriate, consult with your Department Head or his/her designee.

**INFORMATION SECURITY**

- Treat hardcopy or electronic Personally Identifiable Information (PII) as confidential and take all precautions necessary to ensure that it is not compromised. Intentional – or even accidental – disclosure of PII to unauthorized users is a violation of policy.
- Don't leave PII unattended or unsecured for any period of time.
- Be sure to follow your agency's policy for disposing of confidential data. This may include the physical destruction of data through shredding or other methods.
- Information created, sent, stored or received via the email system, network, Internet, telephones (including voicemail), fax or the Intranet is the property of the County.

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- Do not expect information you create and store on County systems, including email messages or electronic files, to be private. Encrypting or using other measures to protect or "lock" an email message or an electronic file does not mean that the data are private.
- The County reserves the right to, at any time and without notice, access, read and review, monitor, and copy all messages and files on its computer system as it deems necessary.
- The County may disclose text or images to law enforcement without your consent as necessary.

**PROHIBITED ACTIVITY**

Unless you are specifically authorized by your manager or agency in writing, the following uses are prohibited by the Information Technology Security Policy:

- Using, transmitting, or seeking inappropriate or offensive materials, including but not limited to vulgar, profane, obscene, abusive, harassing, belligerent, threatening, or defamatory (harming another's reputation by lies) language or materials.
- Accessing, attempting to access, or encouraging others to access controversial or offensive materials.
- Revealing PII without permission, such as another's home address, telephone number, credit card number or Social Security Number.
- Making offensive or harassing statements or jokes about language, race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- Sending or soliciting sexually oriented messages, images, video or sound files.
- Visiting sites featuring pornography, terrorism, espionage, theft, drugs or other subjects that violate or encourage violation of the law.
- Gambling or engaging in any other activity in violation of local, state, or federal law.
- Uses or activities that violate the law or County policy or encourage others to violate the law or County policy. These include:
  - Accessing, transmitting, or seeking confidential information about clients or coworkers without proper authorization.
  - Intruding, or trying to intrude, into the folders, files, work, networks, or computers of others, or intercepting communications intended for others.
  - Knowingly downloading or transmitting confidential information without proper authorization.
- Uses that cause harm to others or damage to their property, including but not limited to:
  - Downloading or transmitting copyrighted materials without the permission of the copyright owner. Even if materials on the network or the Internet are not marked with the copyright symbol, ©, assume that they are protected under copyright law.
  - Using someone else's password to access the network or the Internet.
  - Impersonating another user or misleading message recipients into believing that someone other than the authenticated user is communicating a message.

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- Uploading a virus, other harmful component, or corrupted data or vandalizing any part of the network.
- Creating, executing, forwarding, or introducing computer code designed to self-replicate, damage, or impede the performance of any computer's memory, storage, operating system, application software, or any other functionality.
- Engaging in activities that jeopardize the security of and access to the County network or other networks on the Internet.
- Downloading or using any software on the network other than that licensed or approved by the County.
- Conducting unauthorized business or commercial activities including, but not limited to:
  - Buying or selling anything over the Internet.
  - Soliciting or advertising the sale of any goods or services.
  - Unauthorized outside fund-raising activities, participation in any lobbying activity, or engaging in any prohibited partisan political activity.
  - Posting County, department and/or other public agency information to external news agencies, service bureaus, social networking sites, message boards, blogs or other forums.
- Uses that waste resources, including, but not limited to:
  - Printing of personal files.
  - Sending chain letters for any reason.
  - Including unnecessary recipients on an email. Only copy others on an email or voicemail message who should be "in the loop" on the topic addressed.
  - Indiscriminate use of distribution lists. Before using a distribution list, determine whether or not it is appropriate for everyone on that list to receive the email.
  - "All hands" emails. Emails of this type are to be sent only after management permission has been obtained.

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**5 ACKNOWLEDGEMENT**

- If you violate security policies, standards, or procedures, you can be subject to County and agency-specific disciplinary action up to and including discharge.

By signing this document, I acknowledge that I have read, understand and will comply with this County of Orange Information Technology Usage Policy. I understand that the complete Information Technology Usage Policy is available for me to review on the County's intranet. I also may request a copy from the County Service Desk, my agency's Help Desk, or my agency's Local Security Administrator.

Workforce Member Name (please print): \_\_\_\_\_

Workforce Member Signature: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

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

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**User Access Request Form:  
Contractors and Non-County Employees**

CONTRACTOR USER INFORMATION	
User Name (First):	(Last):
Title:	Phone:
Company Name:	
e-mail:	
Supervisor's Name:	
Project(s):	
Start Date:	

**2. HARDWARE REQUESTED**

- |  |   |
|--|---|
| <input type="checkbox"/> Desktop Computer (\$1600)*  | <input type="checkbox"/> Telephone (\$50/month) |
| <input type="checkbox"/> Portable Computer (\$2300)* | <input type="checkbox"/> Other :                |

\* Standard PC setup: MS Windows Vista and Office 2007 (Outlook, Word, Excel, PowerPoint, Anti-virus and Adobe Reader).

**3. ACCESS REQUESTED**

- |  |   |
|--|---|
| <input type="checkbox"/> JWAIR User ID E-mail    | <input type="checkbox"/> Document Locator Webtools only (\$650)                                   |
| <input type="checkbox"/> Skire/Unifier (\$2,000) | <input type="checkbox"/> Off-site remote access (JWA laptop only) <input type="checkbox"/> Other: |

**4. ADDITIONAL REQUIREMENTS, NOTES**

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**5. User SIGNATURE**

**Note for all initial User Access Requests:** A signed IT Usage Policy Acknowledgement form must be submitted with this request. See your Project Manager for details.

\_\_\_\_\_  
Signature Date

**6. APPROVAL**

**Company Manager**

**JWA Manager**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

date

\_\_\_\_\_  
Signature

date

**7. Please Return Completed form and signed Policy to:**  
Tim Harris  
Chief Technology Officer  
John Wayne Airport  
3160 Airway Ave, Costa Mesa

**Please note:** Depending on items requested, completion of Access Requests may take between 24 -72 hours, with equipment/software purchases taking longer. If you have questions regarding the status of your request, please contact the Service Desk, **949-852-4004**.

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**17. AIRPORT SECURITY**

The CONTRACTOR shall comply with all security requirements of the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), United States Customs and Border Protection (USCBP), John Wayne Airport security regulations and all applicable federal, state, and local regulations regarding airport security. The CONTRACTOR is responsible for fines imposed by any regulatory agency as a result of CONTRACTOR'S failure to comply with applicable rules and regulations regarding airport security.

The CONTRACTOR may be required to obtain airport security clearance in order to perform work under this contract. The CONTRACTOR, CONTRACTOR'S employees and its subcontractors must complete a background clearance SIDA class in order to obtain an I. D. badge and a driving permit for access to secure areas and to drive on the airfield.

**A. BADGE ACQUISITION**

Prior to issuance of a security badges(s), designated CONTRACTOR personnel who will be working onsite at the JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an FBI Criminal History Records Check \$38.00 fee per person and a Security Threat Assessment (no charge). Upon successful completion of the background checks, CONTRACTOR'S designated personnel will be required to attend a 3-hour Security Identification Display Area (SIDA) class and pass a written test. Those personnel who may be permitted by JWA to drive on the Airport Operations Area (AOA) perimeter road must also complete a Driver's Training class and written test. JWA identification badges are not issued until designated CONTRACTOR personnel have: 1) completed appropriate forms and submitted proof of identity and employment eligibility, 2) passed both background checks, 3) completed and passed appropriate classroom training and 4) paid an identification badge fee of \$10.00 per person. The CONTRACTOR should anticipate a minimum of five (5) business days to complete the security badge process if all requirements listed above are fulfilled by individual badge applicants in a timely manner. The CONTRACTOR shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA), Transportation Security Administration, and JWA. CONTRACTOR'S designated personnel must successfully complete the badge acquisition process, unless other arrangements have been coordinated by the COUNTY Project Manager.



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**B. BADGE HOLDER REQUIREMENTS AND RESPONSIBILITIES**

The Federally approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

All persons within the restricted air operations areas of JWA are required to display, on their person, a JWA security badge unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. When working in a secure area, each badged person is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid ID badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

The JWA security badge is the property of the COUNTY of Orange and must be returned upon termination of CONTRACTOR personnel employment and/or termination or expiration of Contract at JWA. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by call (949) 252-5000. A person who loses their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will be issued.

The JWA security badge is not transferable.

**In the event that a Contractor's badge is not returned to JWA upon termination of CONTRACTOR'S personnel and/or termination or expiration of Contract, a fine of \$250.00 per badge will be charged to the CONTRACTOR. CONTRACTOR'S final payment may be held by JWA or a deduction from the CONTRACTOR'S payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.**

**18. EMPLOYEE ELIGIBILITY VERIFICATION**

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulation including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. section 1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by County,

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and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**19. WRITTEN NOTICE.**

Any written notice required to be given in part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the CONTRACTOR as set forth in the Contract Documents, and to the County addressed as follows:

**COUNTY**

**CONTRACTOR**

Airport Director

\_\_\_\_\_  
ATTN: Ron Salcido

John Wayne Airport

\_\_\_\_\_  
All American Asphalt

3160 Airway Avenue

\_\_\_\_\_  
P.O. Box 2229

Costa Mesa, CA 92626

\_\_\_\_\_  
Corona, CA 92878

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

Dated: \_\_\_\_\_

COUNTY OF ORANGE

By \_\_\_\_\_  
Chair of the Board of Supervisors

Signed and certified that a copy of this document has been delivered to the Chair of the Board.

\_\_\_\_\_  
**SUSAN NOVAK**  
Clerk of the Board of Supervisors  
of Orange County, California

\_\_\_\_\_  
"CONTRACTOR"


By \_\_\_\_\_  
Signature and Title

By \_\_\_\_\_  
Signature and Title

CONTRACTOR's License No: \_\_\_\_\_

Classification(s): \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

By   
Deputy Counsel

Dated: 1-22-2014