

AGREEMENT

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AGREEMENT

This Agreement (“Agreement” or “Contract” as hereafter referred) made and entered into the _____ day of _____, 2014, by and between the County of Orange, State of California, hereinafter referred to as “COUNTY,” and _____, hereinafter referred to as “CONTRACTOR.”

TERMS AND CONDITIONS

County and Contractor, for the consideration hereinafter set forth, mutually agree as follows:

1. CONTRACT DOCUMENTS

- A. The complete Contract includes the following documents (collectively the “Contract Documents”):
- 1) This Agreement;
 - 2) General Conditions;
 - 3) General Requirements;
 - 4) Project specifications;
 - 5) Project drawings;
 - 6) Contractor’s Bid Form with unit prices;
 - 7) Performance Bond;
 - 8) Labor and Material Payment Bond;
 - 9) All modifications and amendments to the foregoing, respectively.
- B. 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.

**JOHN WAYNE AIRPORT
PAVEMENT MAINTENANCE AND REPAIR
PROJECT NO. 280-280-1400-P305**

2. SCOPE OF WORK

- A. Contractor shall perform, provide and furnish all labor, management, supervision, permits, tools, equipment, scaffolding, utilities, installed and consumable materials, testing devices, warehousing, incidentals and each and every item of expense necessary for the supply, fabrication, handling, hauling/transportation services, receiving and unloading, installation, construction, testing, evaluation, quality control, plans and schedules to accomplish those items and matters set forth in the Base Bid described therein, (aggregately the “Work” unless otherwise referred) in accordance with the specifications and drawings and as necessary for the following:

Project: **Pavement Maintenance and Repair**

Project No.: **280-280-1400-P305**

- B. All Work shall be in strict accordance with the provisions of the Contract Documents. In performing the Work and this Agreement, Contractor shall coordinate with and report to John Wayne Airport (“JWA”) project management, construction management, and project controls staff.

C. General Description of Work:

The project provides for the maintenance and repair of flat civil facilities and drainages on the airfield, and in vehicular traffic areas at JWA. This would be “typical work” as determined by Section 20128.5. The proposed contract contains various line items with estimated quantities for work associated with pavement maintenance and repair. Individual job orders will be written for each job with a cost based upon unit prices in the contract. All work under this contract will be for pavement maintenance and repair at JWA.

3. CONTRACT AMOUNT

County agrees to pay an amount not-to-exceed the sum of One Million Seven Hundred Fifty Thousand dollars (**\$1,750,000.00**), (hereinafter the “Contract Sum”), paid according to this agreement and the unit price set forth in the Contractor’s Bid Form and subject to additions and deductions, if any, as hereinafter provided in this Agreement or elsewhere in the Contract Documents.

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4. CONTRACT AWARD DATE AND TIME OF COMPLETION

The Contract will commence the day that the County by its Board of Supervisors votes to approve the award of the Contract (“Contract Award Date”). The Contractor shall complete all Work within the number of calendar days set forth in the Job Order issued for the specific work. All Job Orders shall be issued within 365 calendar days of the Contract Award Date which hereinafter shall be referred to as the “Time of Completion.”

The Contractor shall perform and complete all Work in strict accordance with the Contract Baseline Schedules for each Job Order described in, and required under, Section 2 - SCHEDULE of the General Requirements.

- A. The Contractor shall submit, for County’s approval, Performance Bond, Labor and Material Payment Bond, and Insurance Certificates within 7 calendar days of the Contract Award Date. County will review each document for acceptance by County within 14 calendar days. Failure to file the acceptable Bonds or Insurance Certificates within the prescribed time 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.
- B. The Contractor shall also submit the following documents for County’s approval:
- 1) Within 7 calendar days following the issuance of a Job Order:
 - (a) Contractor’s Job Order-Specific Safety Plan
 - (b) Construction Execution Plan for each Job Order
 - (c) Proposed Baseline Contract Schedule for each Job Order
 - (d) Quality Control Plan

Failure of the Contractor to submit any of these documents in an acceptable form as determined by County and within the prescribed time(s) may constitute a material breach of the Contract.

- C. Excepting mobilization, Contractor may not perform any Work at or on the Project site prior to written approval by County.

5. LIQUIDATED DAMAGES

Time is of the essence in the Contractor’s performance of the Contract.

In accordance with California Government Code Section 53069.85, Contractor agrees to forfeit and pay to County liquidated damages in the amount of One Thousand Dollar (\$1,000.00) per day for each working day that the Work is delayed beyond the time allowed in any Job Order, and such sum may be deducted from any payments due to or to

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become due to the Contractor. Contractor's liability for liquidated damages shall terminate upon Completion, as the term "Completion" is defined by California Public Contract Code Section 7107(c).

6. PAYMENTS

A. Applications for payment must be submitted via Primavera Unifier Project Document Management System in the manner and form approved by County. The County shall review and approve each application for payment. Each application for payment must include:

- 1) A copy of the approved Job Order in which the contractor is requesting payment;
- 2) A status report indicating the work that was performed during the billing period. Report shall include date work performed, location of work, and a description of the work with actual quantities.
- 3) Any other administrative documentation required under the Contract Documents.

The submittal of the above documents shall be a condition precedent to the County's obligation to process each monthly application for payment.

B. Within 30 days following County's approval of the Contractor's undisputed and properly-submitted application for payment, County shall pay to the Contractor a sum equal to 95 percent of the value of all the undisputed Work covered by the application for payment, less the total amount of any stop notices, liens, non-conforming work and/or wage violations. The determination of the value of the Work shall be taken from the Current Contract Schedule and jobsite verification of actual Work completed. Payments shall not be considered as County's acceptance of any part of the Work.

C. The value of Work completed may include material delivered and stored on the site and not yet incorporated into the Work, County, at its discretion may authorize payment up to 95 percent of the value of those delivered materials. With respect to material delivered and stored off the site, JWA, at its discretion may authorize payments up to 95 percent of those materials, if the following conditions are satisfied: (1) the Contractor furnishes satisfactory evidence that it has acquired title to such material and it will be utilized for the Work; (2) the material is stored in a bonded and insured location acceptable to the County and is segregated from any material that is not intended for use on the Project; and (3) the Contractor provides a consent of surety. Such payments shall be made on submission of itemized requests by the Contractor. The amount or amounts not paid shall be retained by the County (the "retention proceeds") for application on final payment as hereinafter provided.

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- D. Pursuant to California Public Contract Code Section 20104.50, if JWA fails to make any progress payment within 30 calendar days after receipt of an undisputed and properly submitted payment request from the Contractor, then JWA shall pay interest to the Contractor equal to the rates set forth in subdivision (a) of Civil Procedure Code Section 685.010.
- E. The retention proceeds, to the extent they are unencumbered, shall be paid to Contractor within 60 calendar days after completion as defined by California Public Contract Code Section 7107. For purposes of this Agreement, the term “encumbered” includes but is not necessarily limited to amounts determined by the County associated with pending stop notices, wage violations by Contractor, and uncompleted punch-lists.
- F. Nothing in this Contract shall prejudice the right of County to withhold any additional amount of payment to the Contractor to cover: any Work-related claims of the County against the Contractor, or to cover Work-related offsets against the Contractor as permitted by California law, or to compensate for the failure of the Contractor to comply with the milestone dates in the Baseline Contract Schedule, including approved revisions thereto, or otherwise maintain sufficient progress in the Work, as determined by JWA.

7. 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 of its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal statutes and regulations. The Contractor shall obtain from all employees performing Work hereunder all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 United States Code (U.S.C.) §1324 et seq, as 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, and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability that may be assessed against the Contractor or 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.

8. WAGE RATES

Contractor shall post a copy of the prevailing wage rates at the jobsite and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of California Labor Code Section 1773, the Board of Supervisors of the County 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

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rates are on file with the Clerk of Board of Supervisors. Copies may be obtained at cost from JWA Administration. The Contractor shall comply with the provisions of Part 7, Chapter 1 of the California Labor Code.

9. WITHHOLDING OF WAGE DIFFERENTIALS

In addition to retention proceeds, County may withhold from the Contractor as much of any accrued payments as may be necessary to pay laborers, craft workmen, and mechanics employed on the Project, any difference between the rate of wages required to be paid pursuant to California law and the rate of wages actually paid to such laborers, craft workmen, and mechanics.

10. TRADE LABOR TIME RECORDS

The Contractor shall keep full, true, and accurate records of the names and actual hours worked by the respective workers and laborers employed under this Contract in accordance with California Labor Code Section 1776 and shall allow access to the same at any reasonable hour to County, its agents or representatives, and any person having the authority to inspect the same as contemplated under the provisions of said Labor Code, or when requested by County.

11. SAFETY

The failure by the Contractor to submit an acceptable Project-Specific Safety Plan as provided in Section 4B(1)(a) above or to meet the health and safety requirements of this Safety Plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for JWA to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all Work be stopped. Should JWA stop Work, Contractor may only resume Work upon Contractor's submission and JWA's approval of a revised Job Order-Specific Safety Plan. Contractor is not entitled to damages as a result of such stoppage of Work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

12. OPERATIONAL REQUIREMENTS

The Contractor shall not interrupt any operation of JWA in the performance of the Work without prior written approval by JWA. County may stop Work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop Work, such Work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of Work. Any Contractor interruption may constitute a material breach of this Contract.

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13. QUALITY

Contractor shall submit a Quality Control plan within the time stated in Section 4B(1) above. JWA shall have up to 14 calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for JWA to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all Work be stopped. Should JWA stop work, such Work may only resume upon Contractor submission, and upon JWA approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of Work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable Quality Control plan, revised Quality Control plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

14. CONSTRUCTION EXECUTION PLAN

Contractor shall submit a Job Order-specific Construction Execution Plan (“CEP”), for the Work within the time stated in Section 4B(1) above. JWA shall have up to 14 calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for JWA to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all Work be stopped. Should JWA stop work, such Work may only resume upon Contractor submission, and JWA’s approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of Work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

15. PRESENTATION OF CLAIMS FOR MONEY AND/OR DELAY

“Claim” means a separate demand by the Contractor for (A) a delay and/or extension of time, (B) payment of money or damages arising from work done by, or on behalf of the Contractor related to the Scope of Work, payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to, or (C) any amount the payment of which is disputed by the County. If the County rejects any request for a Change Order, which includes any of the above-mentioned demands, the Contractor shall then be required to submit a separate “Claim” within 20 calendar days following that rejection, in accordance with the requisites of this clause.

Contractor shall not be entitled to payment for any Claim unless it shall have first given written notice to the County, within 20 calendar days following the commencement of each such condition or cause generating the Claim, which describes the reason for the Claim, the work impacted, and the duration of any delay. The Claim shall include all documentation supporting any amount claimed and/or the basis for any claimed delay and/or extension of time. No Claim shall be allowed which does not comply with these

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requirements. These time limits and requirements shall not be extended or superseded by the provisions of the Public Contract Code Section 20104.2(a) set forth in Section 17-Resolution of Claims of \$375,000 or Less of the General Conditions.

16. WAIVER OF CLAIMS

The acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Agreement except those previously made in writing and identified by Contractor as unsettled at the time of its final request for payment.

17. WARRANTY WORK

Commencing with the date that the Job Order is completed, the Contractor shall warrant all Work for a period of 365 calendar days or such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents. Failure by the Contractor to take corrective action within 24 hours after personal or telephonic notice by JWA will result in County taking whatever corrective action it deems necessary. All costs resulting from such action by County will be claimed or offset against Contractor or, if necessary, the Contractor's Performance Bond. For any Work which is replaced or repaired under this provision, a new 365 calendar-day warranty period shall commence on the date of JWA's written acceptance of the repaired or replaced Work.

18. EFFECT OF CONTRACTOR'S EXECUTION

Execution of this Agreement and all other Contract Documents by the Contractor is a representation that the Contractor has visited the Project site, has become familiar with the local conditions under which the Work is to be performed, and has correlated all relevant observations with the requirements of the Contract Documents.

19. AUDIT

Pursuant to and in accordance with Section 8546.7 of the California Government Code, if this Contract involves expenditures of public funds aggregating in excess of \$10,000, then the parties shall be subject to examination and audit by the California State Auditor for a period of 3 years after final payment under this Agreement.

Contractor's records shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. County's representatives or agents shall have reasonable access to Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate workspace, including use of a copier, to conduct audits in compliance with this section. The County or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of 3 years after final payment or longer if required by law. County representatives or agents may (without limitation) conduct verifications such

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as verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.

Contractor's records shall include any and all information, materials, data of every kind and character, including without limitation, records, books, papers, documents, notes, receipts, vouchers, drawings, and any and all other agreements, sources of information and matters that may in County's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any Contract Document.

Such records shall include hard copy, as well as computer readable data, written policies and procedures, accounting records of time and expenditures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files, change order files, back charge logs, invoices, and any other Contractor records that may have a bearing on matters of interest to the County in connection with the Contractor's dealings with the County to the extent necessary to adequately permit an evaluation and verification of any or all of the following: (1) compliance with Agreement requirements; (2) compliance with County business ethics/conflict of interest expectations; (3) compliance with Agreement provisions regarding the pricing of Change Orders; (4) accuracy of Contractor representations regarding pricing of invoices; and (5) accuracy of Contractor representations related to claims submitted by Contractor or any Contractor payees.

Contractor represents and agrees that failure by Contractor to maintain such records in compliance with this section precludes Contractor from maintaining any request or claim for compensation from or against County for any time periods for which such records were not kept, and constitutes a waiver by Contractor of any such claim(s) against County for such time period(s).

If an audit or examination in accordance with this section discloses overpricing or overcharges (of any nature) by the Contractor to County in excess of 1% of the total Contract billings, in addition to making adjustments for the overcharges, then the Contractor shall reimburse the reasonable actual cost of the County's audit to the County. Any adjustments and/or payments that must be made as a result of such audit or examination shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of County's findings to the Contractor. Notwithstanding this requirement, County may exercise its right to offset.

20. SUBCONTRACTOR AUDIT

Contractor shall also include a clause in its contracts with Subcontractors, and shall require Subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require Subcontractors to retain all necessary records for a

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period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

21. BUSINESS ETHICS

Contractor employees, agents, subcontractors, vendors (or their representatives) shall not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to (1) County representatives, employees or their relatives, or (2) representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this Contract.

Contractor employees (or their relatives), agents, or subcontractors shall not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this Contract.

Contractor agrees to notify a designated County representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this section.

Contractor shall ensure that the foregoing provisions shall be included in any subcontract agreement entered into by and between Contractor and any subcontractor in connection with the Project.

22. GOVERNING LAW AND VENUE

This Contract is 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 Contract, the sole and exclusive venue shall be in State court of competent jurisdiction located in Orange County, California, and the parties hereto agree to submit to the jurisdiction of such court, notwithstanding any provisions to the contrary under California Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing Work under this Contract, 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 Contract 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 Contract, to waive any and all rights to request that an action be transferred for trial to another County under California Code of Civil Procedure Section 394.

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23. INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel approved in writing by JWA, and hold harmless the County and all their officers and employees (collectively referred to in this paragraph as the “indemnitees” or individually as an “indemnatee”) from and against any and all claims, orders, judgments, damages, penalties, fines, costs, liabilities, losses, actions, or lawsuits of every kind and description arising out of or in connection with the Contractor’s Work hereunder or the Work of any of the Contractor’s Subcontractors at any tier, including the costs of defense of any lawsuit arising therefrom. In the event an indemnitee is named as a defendant in any such lawsuit, the Contractor shall, at the request of County, represent the indemnitee with counsel accepted by County in writing.

Contractor’s indemnity obligation shall not apply in the event of any claims for loss, damage, costs, or expense arising from the sole negligence, active negligence, or willful misconduct of the indemnitees.

24. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT FORMS

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, the Contractor is required to provide the following information as listed in the following County of Orange Child Support Enforcement Certification Requirements: 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, the Contractor must provide the following fully-executed Child Support Enforcement Certificate.

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 JWA.

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 Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 30 calendar days of notice from the County shall constitute grounds for termination of the Contract.

**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 30 calendar days of notice from the County shall constitute grounds for termination of the contract.

Signature * Please Print Name

Title Date

Signature Please Print Name

Title Date

Company Name

Project Number

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25. COUNTY'S INFORMATION TECHNOLOGY NETWORK

- A. The County shall provide to the Contractor a connection to JWA's Project Document Management System, Primavera Unifier. Before any access is allowed, the Contractor shall submit to the County User Access Request Forms, in the form herein provided. The User Access Request Form is required for each employee to access Project documentation including, but not limited to, correspondence, monthly reports, schedules, requests for information (RFIs), daily reports, payment applications, deliverables/submittals, change documentation, plans and drawings, and all other communications.
- B. For each user, the County 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 County's Portal Usage Policy dated February 7, 2007 as herein provided.
- C. Such Internet connection will allow the Contractor secured access to the Primavera Unifier Project Documentation Management System.
- D. The Contractor shall use the Primavera Unifier Project Document Management System. Primavera shall be the Contractor's exclusive means of written communication with the County and its representatives for all Project documentation.
- E. The County will provide Primavera Unifier System training upon receipt of the User Access Request Form(s).

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**JOHN WAYNE AIRPORT
Administrative Policies and Procedures Manual**

TITLE:	JWA Portal Usage Policy	Number:	E-04
		Page:	1 of 4
Approved:		Date:	7 Feb 2007

I. PURPOSE

To provide guidelines regarding usage of the John Wayne Airport Portal and affiliated programs: general, scope, approvals, audit, licensing, computer network security, Internet access, electronic mail, monitoring, and hardware/software acquisition.

To provide assurance that the security of the Airport's computing network and systems will be protected.

To provide assurance that the Airport's computing network and standalone systems will be used in accordance with the Manufacturer's License Agreement terms and conditions.

To comply with the Information Technology Policy set forth by CEO/IT, County of Orange (Attachment A).

II. POLICY

A. For purposes of this policy, 'Users' are defined as:

1. Employees, individuals or staff members hired by the County of Orange or John Wayne Airport.
2. Consultants hired by the County of Orange or John Wayne Airport.
3. Agents or Vendors conducting business connecting to the JWA computer network.
4. Temporary staff hired by JWA.

B. Other terms defined throughout this document include:

1. *Hardware* - all computers, peripheral equipment (printers, laptops, modems PDAs, etc).
2. *Software* - all executable programs, scripts, operating systems, etc.
3. *CEO/IT* - County Executive Officer/Information Technology.
4. *Information Systems* – JWA Facilities/Information Systems.
5. *Systems* - any single networked computer, standalone system of computers or Local Area Network (LAN) used for the purpose of processing information.
6. *Working Hours* - User's assigned working hours/schedule.
7. *Business Hours* - Monday – Friday, 7:30 a.m. to 5:30 p.m.

III. PROCEDURE**A. General Usage Policy**

This policy applies to all Airport employees, contractors, third parties, and other agents acting on behalf of the Airport or any of its divisions or departments.

Generally, JWA will provide the individual user with a personal ID and password for accessing the JWA portal and associated systems.

RG:jw/E-02 – Computer Hardware & Software Usage

Supersedes: 05/13/02

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The user to whom an ID is assigned is responsible for all use of that ID and is responsible for any inappropriate activities traced to that ID.

The individual user is responsible for protecting the ID and password from disclosure.

The user is required to not share a user ID/password with any other user.

The user is required to immediately notify JWA in the case of disclosure or compromise of a use ID or password.

B. User ID Acquisition Procedure

The user will complete a JWA access request form and submit the access request form with authorized signatures to JWA Information Systems.

Information Systems will create the user ID with approved access rights.

Information Systems will provide the ID and password to the user in a secure manner.

C. Network Security Policy

Virus protection of Airport Systems hardware and software is a collective responsibility. However, when a computer system is not owned by the Airport, it is the responsibility of each individual user and the company owning the computer to ensure the security, control, and integrity of that computer system.

Frequent, routine virus scans will be performed on all computers used in support of Airport business. This is accomplished with current virus scan software installed on each machine. Users shall not disable this software.

D. Electronic Mail (E-Mail) Policy

E-mail services are given to designated users and are to be used for the electronic communication of business, maintaining of business calendars, scheduling of meetings, etc. This may also include the use of e-mail for the announcement of JWA and County sponsored events.

E-mail messages should be objective, concise and free from discriminatory, sexually explicit or harassing content. Specific matters which should not be located on E-mail include private fund raising, political campaigning and business matters using names or discussing issues which could disclose inappropriate personnel or business information that would create embarrassment if sent in error or read inadvertently.

Caution should be used when forwarding an electronic mail message, taking into consideration whether or not the original sender intended for the message to be shared with the new recipient.

E-04 – JWA Portal Usage Policy

Supersedes: none

**JOHN WAYNE AIRPORT
PAVEMENT MAINTENANCE AND REPAIR
PROJECT NO. 280-280-1400-P305**

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Messages containing known scripts (ending in .vbs, etc), executable programs (.exe) or certain attachments, will be automatically quarantined or refused via the anti-virus software or filtering software employed at the Airport and at the County.

E. Monitoring Policy

The Airport reserves the right to monitor, at any time and without announcement, any communications to, from, or within JWA networks or systems.

It is understood that such unannounced monitoring of computer systems and computer services by the Airport Director, Airport Management, Facilities/Information Systems or designated staff may occur at any time. This monitoring may include, but not be limited to, review and/or running disk files whether they be programs or data, review of log files, capturing of network traffic, review of e-mail or review of any other files or data that may be present on computers or computer storage media covered by JWA and CEO/IT policies or procedures.

F. Compliance Policy

Failure to comply with these Airport policies and procedures may result in loss of computer privileges or other disciplinary actions as deemed appropriate by JWA Executive Management subject to applicable contractual limitations and requirements.

G. Acknowledgement Policy

All remote users of JWA computer hardware or software or users who access any JWA network or County of Orange network must acknowledge and comply with these policies.

A signed copy of acknowledgement of and compliance with these remote access policies for each user will be on file with JWA Human Resources.

E-04 – JWA Portal Usage Policy

Supersedes: none

JOHN WAYNE AIRPORT
PAVEMENT MAINTENANCE AND REPAIR
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ACKNOWLEDGEMENT



I acknowledge that I have received, read, understood, and will comply with the John Wayne Airport Portal Usage Policy number E-04.

Signature

Date

Printed Name

Company Name

Project Name

E-04 – JWA Portal Usage Policy

Supersedes: none

**JOHN WAYNE AIRPORT
PAVEMENT MAINTENANCE AND REPAIR
PROJECT NO. 280-280-1400-P305**

26. WRITTEN NOTICE

The Contractor and County shall use the following addresses if any written notice is required to be given as part of the Contract:

COUNTY

CONTRACTOR

Pavement Maintenance and Repair
Rick Cathey, Project Manager
John Wayne Airport
3160 Airway Avenue
Costa Mesa, CA 92626

JOHN WAYNE AIRPORT
PAVEMENT MAINTENANCE AND REPAIR
PROJECT NO. 280-280-1400-P305

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

Dated: _____

COUNTY OF ORANGE

By: _____
Chair, 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: 4-21-2014

END OF AGREEMENT