

Intake Release Center (IRC) Mod J Controls Renovation

**ORANGE COUNTY SHERIFF - CORONER****COUNTY/CONTRACTOR AGREEMENT**

Project: Intake Release Center (IRC) Mod J Controls Renovation
 550 N. Flower Street, Santa Ana, CA 92703
Address: 550 N. Flower Street, Santa Ana, CA 92703
Project No.: 17055-10306

THIS AGREEMENT, made and entered into on _____, 20___, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CML Security LLC, hereinafter referred to as "CONTRACTOR."

AGREEMENT:

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

1. **CONTRACT DOCUMENTS:** The complete AGREEMENT includes the entire Contract Documents as follows:
 - ◆ Notice Inviting Bids
 - ◆ Instructions to Bidders
 - ◆ Proposal
 - ◆ Performance Bond
 - ◆ Payment Bond
 - ◆ Certificates of Insurance
 - ◆ General Conditions
 - ◆ Supplementary General Conditions
 - ◆ Drawings
 - ◆ Specifications
 - ◆ This County/Contractor agreement, and
 - ◆ All Modifications and Amendments thereto.

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- ◆ All exhibits and Attachments therein.

These 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 these Contract Documents must be made in writing, signed by both parties. These Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **SCOPE OF WORK:** The CONTRACTOR shall perform all that is required for completion and proper functioning of the project to satisfaction of the COUNTY and per contract documents. CONTRACTOR shall provide and furnish all the labor, supervision, financing, administration, planning, scheduling, inspecting, materials testing (only when specifically directed by COUNTY), tools, services, equipment and all utility and transportation services in adequate quantity and quality to accomplish completion of the work as specified, and all work inferred as necessary within the time period set forth. The work shall conform to these Contract Documents and all codes, regulations, laws, etc. referenced in these Contract Documents or by industry standard. CONTRACTOR shall comply with all necessary Federal, State and Local codes, regulations, laws, standards related to construction and completion of this project.
3. **COUNTY ACCEPTANCE:** All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the general direction and subject to the acceptance of COUNTY or its authorized representatives.
4. **CONTRACT AMOUNT AND SCHEDULE:**
 - a) The COUNTY agrees to pay and the CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of: FIVE HUNDRED TWO THOUSAND TWENTY Dollars (\$ 502,020.00), the total amount of the base bid, which sum is to be paid according to the payments clause and subject to additions, and deductions, if any, as hereinafter provided.
 - b) The CONTRACTOR agrees to complete the work within one hundred eighty (180) calendar days commencing twenty one (21) days after the date of award of AGREEMENT by COUNTY. The twenty one (21) days include seven (7) days for the CONTRACTOR to submit his bonds and insurance and fourteen (14) days for COUNTY to approve. Construction shall not commence until such bonds and insurance are approved in writing by

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COUNTY. The CONTRACTOR will receive a signed AGREEMENT after approval of the bonds and insurance.

- c) The CONTRACTOR shall submit all original filled and signed copies of workers security clearance information forms and a legible, acceptable copy of the photo ID cards to the COUNTY project manager within seven (7) calendar days after award of the contract. Copies of the forms can be obtained in person, from the Project Manager, prior to, or at the time of the Pre-Construction Meeting. COUNTY approval of security clearances must be obtained prior to commencement of any on-site work. The COUNTY requires a minimum of ten (10) COUNTY working days to approve or reject the CONTRACTOR'S submittal of workers' security clearances. The CONTRACTOR shall allow sufficient margin in calculation of the manpower submitted for the COUNTY Background check and approval, to prevent any future delays in commencement of the project. CONTRACTOR agrees to the deduction of one (1) calendar day from the calendar days stipulated for completion of the work for every day of delay in SUBMITTING OF ACCEPTABLE BONDS, INSURANCE DOCUMENTS and the SECURITY CLEARANCE FORMS with copy of the ID CARDS beyond the seven day limitation set forth above.

5. **PAYMENTS:** During the fourth week of the calendar month following the commencement of the work and each successive month thereafter, CONTRACTOR shall prepare an accurate progress payment request on a form prescribed by COUNTY. The progress payment request shall be in conformance with Clause 15 Payments of the General Conditions. Approximately thirty (30) days after COUNTY'S written approval of the payment request, CONTRACTOR shall be paid such sum as will bring the payments each month up to ninety-five percent (95%) of the value of the work completed less any money properly withheld in accordance with this AGREEMENT, since the commencement of the work, less all previous payments, provided that CONTRACTOR submits his request for payment prior to the last day of each preceding month. The COUNTY will review the payment request as soon as practicable to determine if it is proper. A payment request determined not to be a proper payment request suitable for payment will be returned to CONTRACTOR within seven (7) days with a statement setting forth the reasons why the payment request is not proper. The final payment, if unencumbered, or any part thereof unencumbered, shall be made no later than sixty (60) days after completion of the work and CONTRACTOR'S submission and the COUNTY'S acceptance of all required completion documents. Payments shall be made on the progress payment request signed by COUNTY, stating that the work for which the

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payment is demanded has been performed in accordance with the terms of the AGREEMENT, and that the amount stated in the payment request is due under the terms of the AGREEMENT. CONTRACTOR is entitled to interest pursuant to Public Contract Code Section 20104.50, if COUNTY fails to make any progress payment within thirty (30) days after receipt of an **undisputed and properly** submitted payment request. Partial payments on the AGREEMENT price shall not be considered as an acceptance of any part of the work.

6. **LIQUIDATED DAMAGES; EXTENSION OF TIME:** In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to COUNTY the sum of **two hundred fifty dollars (\$250)** per day for each calendar day work is delayed beyond the **one hundred eighty (180)** calendar days and such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR including delays caused by COUNTY.
7. **WAIVER OF CLAIMS:** Unless a shorter time is specified elsewhere in this AGREEMENT, on or before making his 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 AGREEMENT; 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 his final request for payment.
8. **WARRANTY WORK:** Failure by the CONTRACTOR to take corrective action within twenty four (24) hours after personal or telephonic notice by the Orange County Sheriff's Department on items affecting essential use of the facility, safety or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in 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.
9. **WAGE RATES:** CONTRACTOR and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial

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Relations. CONTRACTOR shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of COUNTY's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, CONTRACTOR and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- 10. 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 AGREEMENT meet the citizenship or alien status requirement 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 U.S.C. §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, 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 AGREEMENT.
- 11. WORKERS COMPENSATION INSURANCE:** CONTRACTOR, by executing this AGREEMENT, hereby certifies:
"I am aware of the provisions of the Labor Code which require every employer to be insured against liability from Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT."
- 12. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS:**
CONTRACTOR agrees to complete and furnish to COUNTY Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference within thirty (30) days of the date of this contract.

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CONTRACTOR acknowledges that the data contained in Exhibits “A” and “B” will be transmitted by COUNTY to the Orange County Department of Child Support Services and other governmental agencies charged with the establishment and enforcement of child support orders and for no other purpose.

- 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 a 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 is completed, and continuing until the expiration of any applicable 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 Code of Civil Procedure section 394.

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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
a political subdivision of the
State of California

By _____
Chairwoman of the Board of Supervisors
County of Orange, California

Signed and certified that a copy of this agreement
has been delivered to the Chair of the Board
per G.C. Sec 25103, Reso 79-1535



Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

"CONTRACTOR"

Signature: DocuSigned by:
Keith Thorne
C06747A2103146C...

Title: **President**
DocuSigned by:

Signature: *James Ramsey*
0D2A92D1CC114F2...

Title: **Secretary**

APPROVED AS TO FORM:
County Counsel

Signature: DocuSigned by:
Paul Albarian
By: _____
C57E04561C5546A...

Dated: 5/17/2019

IMPORTANT NOTICE FOR CORPORATIONS:

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

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