

# AGREEMENT

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TERMINAL UTILITIES AND SEAT POWER IMPROVEMENTS PROJECT

Project No. P435

**AGREEMENT**

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Orange, California, a body corporate and politic, hereinafter referred to as "COUNTY" or "JWA," and GB Construction, Inc. dba Golden Bear Construction Co., hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

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:

A. Project Manual issued for bidding including but not limited to:

- 1) This Agreement;
- 2) Notice Inviting Bids;
- 3) Instruction to Bidders;
- 4) Bid Form;
- 5) Noncollusion Affidavit;
- 6) Faithful Performance Bond;
- 7) Labor and Materials Payment Bond;
- 8) Escrow Agreement for Security Deposits in Lieu of Retention (if executed);
- 9) Insurance Requirements;
- 10) General Conditions;
- 11) General Requirements;
- 12) Special Requirements;
- 13) Information Technology Policy
- 14) Federal Funding Requirements; (NOT USED)
- 15) Technical Specifications;

B. Plans, Drawings, and Details issued for bidding;

C. Addenda, if issued; and

D. All modifications, change orders, and amendments thereto.

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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 change orders or amendments to any Contract Documents must be made in writing, and signed by both parties. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **SCOPE OF WORK.** The Scope of Work is set forth in the Contract Documents. CONTRACTOR shall perform, provide, and furnish all labor, material, 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 therein, (aggregately the "Work" unless otherwise referred) in accordance with the Contract Documents and as necessary 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. In performing the Work and this Agreement, CONTRACTOR shall coordinate with and report to John Wayne Airport (JWA) project management, personnel, and their designees.

General Description of Work:

The Terminal Utilities and Seat Power Improvements Project provides for the installation of water, gas, electrical, low voltage, sewer, grease waste, fire alarm, other utilities and utility infrastructure per plans and specifications to lease hold spaces from designated points of connection. Utility infrastructure shall include, but is not limited to conduits, pipes, cable trays, bus ducts, rack enclosures, sump pumps, meters, seismic bracing, seismic joints, panels, controls, and grease interceptors. Work will occur in sterile (e.g. aircraft apron, existing tenant leaseholds, gate holdrooms) and non-sterile areas (e.g. baggage claims, security checkpoints) of the Airport, throughout Terminals A, B, and C.

3. **CONTRACT AWARD DATE AND TIME OF COMPLETION.** The Contract will commence the day that the COUNTY awards the Contract (Contract Award Date) by action of the Board of Supervisors. The CONTRACTOR shall complete all Work within one hundred and sixty-eight (168) calendar days of the Contract Award Date, which shall be hereinafter referred to as the "Time of Completion."

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4. **CONTRACT AMOUNT.** COUNTY agrees to pay and the CONTRACTOR agrees to accept as full payment for the Work agreed to be done the sum of EIGHT MILLION NINE HUNDRED AND NINETY NINE THOUSAND ONE HUNDRED AND EIGHTY FIVE dollars (\$8,999,185.00), (Contract Sum), which sum is to be paid in accordance with the provision of Section 6 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, Labor and Material Payment Bond, and Insurance Certificates as described in the General Conditions. Failure of the bidder to whom the Contract is awarded to execute the Agreement and file acceptable bonds shall be just cause for the forfeiture of the Bid Guaranty and may constitute a material breach of this Contract. 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. **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 liquidated damages in the sum of **one thousand five hundred dollars (\$1,500.00)** per day for each calendar day that all Work is delayed beyond the Time of Completion. Such sum(s) may be deducted from any payments due to or to become due to 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.** Applications for payment must be submitted via the electronic project document management system Oracle Primavera Unifier (Unifier) in the manner and form approved by COUNTY. The COUNTY shall review and approve each application for payment. Each application for payment must include:

- (A) 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.
- (B) 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.

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, and less all previous payments. 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 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

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Contract. Payments shall not be considered as COUNTY's acceptance of any part of the Work.

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.

Pursuant to Public Contract Code Section 20104.50, if JWA 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 retention proceeds, to the extent they are unencumbered, shall be paid to CONTRACTOR within 60 calendar days after completion as defined by 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 as associated with pending stop notices, wage violations by CONTRACTOR, or uncompleted punch list work.

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.

**Prompt Payment:** The CONTRACTOR shall pay progress payments to its subcontractors within ten (10) days of its receipt of any progress payment, and shall pay 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 CONTRACTOR shall comply with all prompt payment provision of the Public Contracts Codes, including but not limited to Sections 10262 and 7107.

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



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required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 of the United States Code §1324 et seq., as it may be 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. **WAIVER OF CLAIMS.** Unless a shorter time is specified elsewhere in this Contract, or before making its final request for payment under the **PAYMENTS** section 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.
9. **WARRANTY WORK.** Commencing with the date the Notice of Completion is recorded, the CONTRACTOR shall warrant all work for a period of 365 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 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. 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.
10. **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 from the Director of the Department of Industrial Relations 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. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the John Wayne Airport Administration building. CONTRACTOR shall comply with the provisions of Part 7, Chapter 1, of the California Labor Code.
11. **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.

12. **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.
13. **SAFETY.** CONTRACTOR shall submit for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to 14 calendar days to approve or disapprove such plan. The failure by the CONTRACTOR to submit an acceptable Project-Specific Safety & Health Plan or to meet the health and safety requirements of its 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 Project-Specific Safety & Health 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.
14. **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.
15. **QUALITY CONTROL.** CONTRACTOR shall submit for review by JWA a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. 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

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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.

16. **STORM WATER POLLUTION PREVENTION PLAN (SWPPP).** CONTRACTOR shall submit a SWPPP within 21 calendar days following the Contract Award Date when one is required according to the General Requirements. JWA shall have up to 14 calendar days to approve or disapprove such plan. Failure by the CONTRACTOR to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP 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 SWPPP. CONTRACTOR is not entitled to damages as a result of such stoppage of Work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP 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 SWPPP, revised SWPPP, or Work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.
17. **CONSTRUCTION EXECUTION PLAN.** CONTRACTOR shall submit for approval by JWA a Construction Execution Plan (CEP) for the Work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. 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.
18. **NOT USED.**
19. **EFFECT OF CONTRACTOR'S EXECUTION OF CONTRACT.** 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.
20. **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

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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.

21. **INDEMNIFICATION.** To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any loss, injury, liability claims, demands, costs and expenses whether incurred by or made against COUNTY or County Indemnitees of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. This indemnity applies even in the event of County Indemnitees' concurrent fault, except that nothing in this indemnification provision shall be construed to require CONTRACTOR to indemnify County Indemnitees for losses caused by County Indemnitees' active negligence, sole negligence, willful misconduct, or defects in design furnished by them.

CONTRACTOR's indemnity obligation set forth above shall include but not be limited to all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (1) failure of CONTRACTOR to comply with its obligations under the Contract Documents, (2) injury or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in protecting the work; (3) use of materials or other things used or employed in the construction that are not in conformance with the Contract Documents; and (4) any negligent or intentional act or omission by CONTRACTOR and any of its respective officers, employees, agents, subcontractors, suppliers, and representatives during the progress of the work or at any time before its completion and final acceptance.

If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or County Indemnitees, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

22. **NOT USED**

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23. **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. COUNTY representatives or agents may (without limitation) conduct verifications such as verifying information and amounts through interviews and written confirmations with CONTRACTOR's 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, then, in addition to making adjustments for the overcharges, 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.

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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.

Pursuant to Government Code Section 8546.7, 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.

24. **SUBCONTRACTOR AUDIT.** CONTRACTOR shall 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 3 years, or longer if required by law, 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 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.

25. **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.

26. **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 Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

27. **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

Attachment A

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listed on the County of Orange Child Support Enforcement Certification Requirements 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 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 Assignment 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.

28. **AIRPORT SECURITY. Refer to General Requirements.**
29. **BADGE ACQUISITION. Refer to General Requirements.**
30. **BADGE HOLDER REQUIREMENTS AND RESPONSIBILITIES. Refer to General Requirements.**
31. **JWA INFORMATION TECHNOLOGY.** CONTRACTOR shall comply with the County's Information Technology requirements provided in the Project Manual. Users are required to sign an acknowledgement stating their understanding of the usage policy. A User Access Request Form is required to be submitted for access to Unifier.
32. **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:

Attachment A

JOHN WAYNE AIRPORT

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**COUNTY**

Airport Director

John Wayne Airport

3160 Airway Avenue

Costa Mesa, CA 92626

**CONTRACTOR**

KC Kim, President

GB Construction, Inc.

1531 W. Redondo Beach Blvd

Gardena, CA 90247



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

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

By \_\_\_\_\_  
 Chairwoman of the Board of Supervisors  
 County of Orange, California

CONTRACTOR

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:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
 Robin Stieler  
 Clerk of the Board of Supervisors  
 County of Orange, California

*\*If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth:*

- *The first signature must be one of the following: a) the Chairman of the Board; b) President; or c) any Vice President.*
- *The second signature must be one of the following: a) Secretary; b) the Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.*
- *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

APPROVED AS TO FORM:  
 COUNTY COUNSEL

By:  \_\_\_\_\_  
 Deputy

Date: 8.8.2019