



AGENDA STAFF REPORT

ASR Control 21-000584

MEETING DATE: 07/27/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
 Kevin B. Flynn (949) 252-6038

SUBJECT: Approve Contract for Airside Surface Maintenance

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$1,166,667

Annual Cost: FY 2022-23
\$1,400,000
FY 2023-24 \$1,400,000
FY 2024-25 \$233,333

Staffing Impact: No

of Positions:

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: Fund 280: 100%

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.
2. Authorize the County Procurement Officer or authorized Deputy to execute an On-Call Professional Services aggregate contract with PCI for Airside Surface Maintenance Services in the three-year, not-to-exceed amount of \$4,200,000, effective September 1, 2021, through August 31, 2024, with the option to renew for one additional two-year extension.
3. Authorize the County Procurement Officer or Authorized Deputy to exercise a contingency contract cost increase not to exceed ten percent of the first contract year, which may be used over the entire term of the contract.

SUMMARY:

Awarding a Professional Services Contract will allow the John Wayne Airport Maintenance Division to secure high-quality airside surface maintenance services.

BACKGROUND INFORMATION:

John Wayne Airport (JWA) requires maintenance services from qualified vendors to support JWA in ensuring that the airside surfaces are maintained in a safe and serviceable condition, consistent with the Federal Aviation Administration (FAA) prescribed standards and requirements. This professional service contract will be used to provide services including, but not limited to, airfield sweeping, power washing and cleaning, runway friction testing and rubber removal and airfield surface signage marking and removal. The use of a Professional Service Contract expedites the process of providing these necessary services and ensures JWA remains in compliance with the FAA airfield surface maintenance requirements.

The awarded firm will be supporting tasks in the JWA Maintenance Division that vary greatly in scope and complexity. The airfield cleaning services will ensure that the airfield is clean and clear of debris and light rubber residue on the aircraft operational areas, designated aircraft parking locations and other airfield storage areas. This will encompass power sweeping, pressure washing, and containment, reclamation and disposal of fluids and debris in accordance with local, state and federal regulations. Runway friction testing and rubber removal services include compliance with FAA Advisory Circular publications related to skid-resistant airport pavement surfaces and airport markings. This includes the provision and operation of equipment to perform friction testing on the runways, as well as providing equipment and services to remove rubber from pavement areas of the runways and taxiways. Airfield marking services include the provision of equipment to apply and remove airfield surface markings on the runways, taxiways and other aircraft accessible areas of the airfield in compliance with the FAA Advisory Circular referencing standards for airport markings. FAA-approved airfield paint and reflective media will also be provided by the vendor in compliance with airport marking criteria.

A more detailed breakdown of the annual estimated costs and frequencies for the proposed services provided under this contract can be found in Attachment D. The estimated individual component frequencies may vary within the year depending on weather conditions or aircraft arrival and departure frequency, but the annual cost of this contract will not exceed \$1.4 million per year.

JWA currently has four separate contracts with four different vendors for these services. All of these separate service items are being aggregated into this contract from a single vendor providing administrative and cost efficiency. Contracting these services under a single vendor will ensure that JWA receives consistent support for maintaining an airfield compliant with the standards put forth in the Airport's Federal Aviation Regulation (FAR) Part 139 operating certificate for commercial aircraft operations.

JWA issued a Request for Proposals (RFP) to request proposals for these services. The RFP was advertised from March 3, 2021, through April 5, 2021, on the County of Orange (County) online bidding system. One submittal was received in response to the RFP. A second vendor expressed their interest in proposing on this work, but ultimately did not submit a proposal within the stated time frame as advertised on the County's online bidding system.

On May 18, 2021, the RFP evaluation panel completed a written proposal evaluation and conducted an oral interview with the proposing vendor and provided recommendations. Based on the evaluation criteria outlined in the RFP, PCI is being recommended for providing these services to JWA.

PCI's reference checks were satisfactory for work completed with the City of West Hollywood, Aero Bridgeworks and Los Angeles International Airport (LAX).

JWA negotiated contracts for these maintenance consulting services with PCI. The Contract, scope of services, and negotiated rates are included as attachments for the proposed vendor. The negotiated hourly rates and fees are within industry standards and are fair and reasonable for the scope of services in the Contracts.

JWA seeks Board of Supervisors (Board) approval of a contract with PCI for a three-year term, with the option to renew for one additional two-year extension upon Board approval.

Proposed Contract

The Contract for Airside Surface Maintenance services with PCI will not exceed a three-year contract total of \$4.2 million without further Board approval. Services from PCI will include but are not limited to airfield cleaning, runway friction testing and rubber removal, and airfield surface marking application and removal. All of the services in this Contract will be performed on an as-needed basis, dependent upon aircraft flight activity, weather conditions, and existing pavement and surface marking condition.

This Contract includes subcontractors. See Attachment B for information regarding the subcontractor and the Contract Summary Form.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA since it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Airport Operating Fund, Fund 280 FY 2021-22 Budget and will be included in the budgeting process for future years.

The proposed Contracts include a provision stating the Contracts are subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of these Contracts. If such appropriations are not approved, these Contracts may be immediately terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract MA-280-21011736 with PCI
Attachment B – Contract Summary Form
Attachment C – Summary of Evaluator Scoring
Attachment D – Estimated Cost Breakdown and Service Frequencies

**CONTRACT
MA-280-21011736

FOR

AIRSIDE SURFACE MAINTENANCE

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

PCI**

**JOHN WAYNE AIRPORT
ORANGE COUNTY**





CONTRACT MA-280-21011736

FOR

AIRSIDE SURFACE MAINTENANCE

This Agreement ("Contract") is made between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA"), and PCI ("Contractor"), which are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

Recitals

Whereas, Contractor responded to a Request for Proposal (RFP) for providing Airside Surface Maintenance for County; and

Whereas, Contractor responded and represented that its proposed goods and services shall meet or exceed the requirements and specifications of the RFP; and

Whereas, Contractor agrees to provide goods and services, as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

Whereas, County agrees to pay Contractor the fees as more specifically described in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

Whereas, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Airside Surface Maintenance with the Contractor.

Now Therefore, Parties mutually agree as follows:

Articles

General Terms and Conditions

A. Governing Law and Venue

This Contract 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 Contract, 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. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales



tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery

Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance/Payment

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty

Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.



Compliance with Nondiscrimination Requirements: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:



1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

K. Termination

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation

L. Consent to Breach Not Waiver

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent



to, waiver of, or excuse for any other different or subsequent breach Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

M. Independent Contractor

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.



If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Products & Completed Operations	\$1,000,000 per occurrence \$1,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$10,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Contractor's Pollution Liability With Non-Owned Disposal Sites (NODS)	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad. There shall not be any exclusions for vehicles operated on the airside. The Certificate of Insurance shall state this in the Description of Operations section.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) A Products and Completed Operations endorsement using ISO Form CG 2037 (ed. 04/13) or a form at least as broad.



The Auto Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Contractor's Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If the Contractor's Pollution Liability policy is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.



P. Changes

Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.



U. Reserved

V. Severability

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. 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 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 Contract.

Z. Indemnification

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 which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability 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. 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.

AA. Audits/Inspections

Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not



limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit

The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will procure Airside Surface Maintenance from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A" and Attachment A-1 proposal.

2. Term of Contract

This Contract shall commence on September 1, 2021 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This contract may be renewed as set forth in paragraph 3 below.

3. Renewal

The Contract may be renewed by mutual written agreement of both parties for two (2) additional one year terms. The County does not have to give reason if it decides not to renew. Renewal terms may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work

No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.

5. Airport Security

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

- A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should



anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
3. Background check fees are provided at the first appointment
4. Employees must provide two government-issued IDs at the first appointment.
5. STA and/or CHRC results are received.
6. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
7. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
8. Upon successful completion of the required training, employees will receive their ID Badge.
9. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six week of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon



as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.

7. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00
 - ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
 8. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.
- B. Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.
- C. Badge Holder Requirements and Responsibilities:** TSA 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.
- i. All persons within the restricted air operation 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 badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification 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.
 - ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
 - iii. JWA security badge is nontransferable.
 - iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from 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.
 - v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Coordinator within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
 - vi. No worker shall be used in performance of this work that has not passed the background check.



6. Amendments - Changes/Extra Work

The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

7. Americans with Disabilities Act (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

8. Bills and Liens

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

9. Breach of Contract

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

10. Civil Rights

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.



This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11. Conditions Affecting Work

The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

12. Conflict of Interest – Contractor’s Personnel

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

13. Conflict of Interest – County Personnel

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

14. Contractor Personnel – Drug-Free Workplace

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.



15. Contractor Personnel – Reference Checks

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

16. Contractor Personnel – Uniforms/Badges/Identification

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

17. Contractor's License Requirements

Contracts that include requirements for installation or state "furnish and install" require that the Contractors possess a valid California State Contractor's License at the time of contract award. If sub-contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials, of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing during the term of the contract with the County shall be grounds for contract revocation.

18. Contractor's Project Manager and Key Personnel

Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

19. Contractor's Records

The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

20. Cooperative Contract

The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of



Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

21. Data – Title To

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

22. Debarment

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

23. Default – Equipment, Software or Service

In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. Delivery - Notification

The Contractor will notify the County of pending delivery no later than five (5) business days prior to the actual delivery of any goods to be delivered under the terms of this contract.

25. Delivery Location – No Loading Dock

Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.



26. Discount Verification

For Contracts that are based on standard rates or list prices, the Contractor is required to state on the invoice the source and date of the rate/price and, when discounts are quoted, show the list rate/price and the discount.

The agency/department shall certify on the invoice that the prices are per the current price list for all items that have a per unit cost exceeding \$250.00 and that the appropriate discounts were applied.

27. Discounts – Prompt Payment

The County of Orange shall process payments with discounts offered for prompt payment and the checks for those payments. If disputes arise over the timeliness of the payment, the date of the postmark shall be the determining factor. The County shall not be held responsible for delays by the US Postal Service, and no additional payment shall be due the Contractor in the event of such delay.

28. Disputes - Contract

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

29. EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an



individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.number.

30. Emergency/Declared Disaster Requirements

In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

31. Equal Employment Opportunity

The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

32. Errors and Omissions

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others



discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction

33. Gratuities

The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

34. Hazardous Conditions

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

35. Headings

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

36. Inventions

If any discovery or invention arises or is developed in the course of, or as a result of work performed under this Contract, the Contractor shall refer the discovery or invention to the County.

37. Lobbying

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

38. Material, Workmanship, and Acceptance:

All materials furnished by Contractor in the work shall be new, high grade, and free from defects. Quality of Work shall be in accord with the generally accepted standards. Materials, parts, equipment and work quality shall be subject to County's approval.

Materials and work quality not conforming to the requirements of the Scope of Work shall be considered defective and shall be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County.



If Contractor fails to replace any defective or damaged work or material within 48 hours after notice, County may cause such work or materials to be replaced. Replacement expense shall be deducted from the amount to be paid to Contractor.

Where materials are specified by reference to standard specifications of the American Society for Testing Materials (ASTM), American National Standards Institute (ANSI), Builders Hardware Manufacturers Association (BHMA), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

39. News/Information Release

The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

40. Nondiscrimination – Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

41. Notices

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: JWA/Maintenance
 Attention: Roger Yee
 3180 Airway Avenue
 Costa Mesa, CA 92626
 Phone: 949-252-5095
 Email: ryee@ocair.com

cc: JWA/Procurement
 Attention: Maria Albelo, DPA
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: 949-252-5175
 Email: malbelo@ocair.com

Contractor: PCI
 Attention: Frank Villegas
 975 W. 1st St.
 Azusa, CA 91702
 Phone: 562-218-0504
 Email: fvillegas@lincuppci.com



42. Ownership of Documents

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

43. Precedence

The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

44. Prevailing Wage

- a. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works.
- b. 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 the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- c. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- d. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- e. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
 - \$25,000 for new construction, alteration, installation, demolition or repair.
 - \$15,000 for maintenance.



- f. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
 - iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
 - iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
 - v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
 - vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial 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, as well as any additional job site notices required by Labor Code Section 1771.4(b). 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.dire.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.
- g. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty



upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

- h. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

45. Project Manager, County

The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

46. Project Schedule

The services performed under this contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.

47. Protection of Restoration of Existing Areas:

Contractor shall be responsible for protection of public and private property adjacent to the work. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of their operation. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. All repairs shall be completed with two (2) working days from the date of damage notification unless otherwise approved by County Project Manager.

48. Provision of Services

County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor,



equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email, or other means.

49. Registration of Contractors

Contractors and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of Contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

50. Remedies Not Exclusive

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

51. Reports/Meetings

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

52. Reprocurement Costs

In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

53. Safety Data Sheets (SDS)

The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.

54. State Funds - Audits

When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.

55. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.



In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

56. Substitutions

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

57. Termination - Orderly

After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

58. Usage

No guarantee is given by the County to the Contractor regarding usage of this Contract. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

59. Waivers - Contract

The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

PCI*

	William G. Jacob, President	6-18-2021
Signature	Name	Title

	William G. Jacob, Secretary	6-18-2021
Signature	Name	Title

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:
 County Counsel

By:

Deputy

Name: Mark Sanchez

Date: 6-28-21

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.



ATTACHMENT A SCOPE OF WORK

INTRODUCTION

The County of Orange (County) owns and operates John Wayne Airport (JWA). John Wayne Airport is responsible for ensuring the airside surfaces are maintained in a safe and serviceable condition consistent with Federal Aviation Administration (FAA) prescribed standards and requirements. This Scope of Work incorporates three (3) tasks to be provided by the Contractor through a combination of routine, recurring and on-call services.

SCOPE OF WORK

1. Summary:

Contractor shall complete the following Maintenance Tasks through a combination of recurring, routine and on-call effort. Tasks shall be completed as further detailed in this document.

Task 1 - Airfield Cleaning

- Sweeping
- Power Washing and Cleaning

Task 2 - Airfield Friction

- Friction Testing
- Rubber Removal

Task 3 - Airfield Marking

- Marking Removal
- Airfield Pavement Painting

2. Contractor Minimum Qualifications

Contractor must meet all of the following minimum requirements:

- Provide proof of a valid A or C-32 Contractor's License authorized by the state of California.
- Contractor must register with California Department of Industrial Relations.
- Contractor must have a minimum of ten (10) years' experience with similar construction and maintenance projects and services on a medium or large hub airport operating under a FAR Part 139 certificate.
- Contractor's Project Manager and Assistant Project Manager (or back-up) must have a minimum of five (5) years' experience with similar construction and maintenance projects and services on a commercial service airport operating under an FAR Part 139 certificate.
- Contractor's Project Manager or Assistant Project Manager must be on-site when any tasks are being completed under this Agreement.
- Contractor's Task Lead must have a minimum of five (5) years' experience with the same or similar task in terms of scope, size, complexity and environment.
- Contractor must have existing adequate personnel capable to perform the services as required in the Scope of Work.



3. Program Management and Overhead

a) Contractor Points of Contact

Contractor must provide a Project Manager and an Assistant or Back up Project Manager to be the primary point of contact for JWA. Any changes will require the advanced approval of **the JWA Project Manager.**

Contractor's Project Manager or Assistant Project Manager must:

- Be properly badged (able to access, drive and escort as required to complete the work).
- Facilitate, coordinate, manage and be on-site for all tasks completed under the contract.
- Be identified and approved by JWA Project Manager prior to execution of the contract.
- Be the single point of contact for the JWA Project Manager for all aspects of the contract.
- Be the Task Lead for all projects.

b) Contractor Safety and Environmental Managers

Contractor must have the following designated and properly qualified staff engaged in the services and on-site, as needed, to plan and oversee operations to ensure compliance with all applicable rules, regulations and best practices:

- 1) Safety Manager
- 2) Environmental Manager

c) Subcontractor Points of Contact when approved by JWA/County

Subcontractors and the subcontractor's designated Lead or Project Manager must:

- 1) Have a minimum of five (5) years' experience completing the same or similar task in terms of scope, size, complexity and environment.
- 2) Be on-site when the subcontractor's task is ongoing.
- 3) Be properly badged (able to access, drive and escort as required to complete the work)

d) Preplanning

For **each** of the three (3) Tasks listed above, the Contractor will prepare and submit three bound hard copies and one electronic copy of the following Project/Site/Task specific plans within 14 calendar days of contract award and a minimum of seven (7) calendar days prior to commencing on-site work:

- Safety Plan
- SWPPP (Storm Water Pollution Prevention Plan)
- Hazardous Materials/Chemicals Plan
- Waste/Disposal Plan
- Task Specific Work Plans – Includes but not limited to:
 - Approach
 - Work Flow/Steps
 - Task Means and Methods



- Equipment List
- Staffing levels
- Production Rate
- Escorting
- Communications
- Safety (incl. Job Hazard Assessment)
- Environmental Plan (storm water, reclamation, hazardous materials, etc.)
- Disposal
- Quality control
- Measurement
- Documentation and Reporting

Plans must be approved and accepted by the JWA Project Manager (PM) prior to commencing on-site work.

A hard copy of each plan must be on-site, when that specific task is being performed, in a location mutually agreeable by the JWA's PM and the Contractor's PM.

All Plans are living documents and must be updated:

- To reflect lessons learned, changes, and the evolvement and refinement of best practices.
- Upon the request of the JWA Project Manager.

e) Clarification

Please note that all required management, oversight, planning, reporting and documentation must be incorporated into the hourly and per square foot rates in Part 6 Pricing. All hourly and square foot rates must include and all planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

4. Schedule and Staffing

All tasks and services will be completed between 11:00 PM and 6:00 AM on a schedule mutually agreeable between the Contractor and JWA Project Manager.

A general plan for meeting the requirements of the scheduled activities shall be established by both the JWA PM and the Contractor's PM.

5. Storage and Laydown

JWA will provide approximately 2500 sf of unsecured storage area to be used to store and stage task specific materials and equipment for the life of this contract. Contractor may install temporary fencing to secure the area better. JWA will not secure or guard the designated area. Contractor assumes all risk associated with the use of the staging area.

6. Technical Specifications

Airfield Cleaning

a) Summary



The Airfield should be clean and clear of debris and light rubber residue including but not limited to:

- Runways, taxiways, service roads and aircraft aprons and ramps.
- Fence lines and in tight spaces around ramps, equipment and aircraft storage areas.
- Pavement surfaces such as the aircraft ramp, waste and storage areas.
- Airfield markings
- Airfield lights and signs
- Tight areas where mechanical sweepers can't reach

b) Approach and Talking Points:

Contractor must:

- Collect and properly dispose of site all trash and debris
- Have all sweeper and equipment operators trained and licensed per local, state and federal requirements.
- Remain a minimum of 25 feet from any aircraft, tug, fueling vehicles, grease interceptors, fuel pumps, engine generators and other ground support equipment when operating sweepers and other vehicles required for this task must. Areas within 25 feet must be cleaned and blown or swept by hand or back-pack blowers.
- Furnish all equipment and labor for the delivery of water, if needed, from the JWA source to the job site. Water will be furnished by JWA from a central location at no cost to the Contractor.
- Provide sufficient lighting to illuminate the work area on the Airfield, and shall shade and direct the lighting as not to interfere with aircraft or tower operations.
- Contain, reclaim, clean, report and dispose of fluids, rubber, residue, waste and debris in accordance with the latest local, state and federal regulations.

c) Staff and Schedule

JWA envisions that the Airfield Cleaning Task Team and Shift will consist of the following (the number of each classification required will vary by Work and Task Order):

d) Classifications:

- 1) **Task Lead – Cleaning:** The designated Task Lead must be pre-approved by the JWA PM, and must be on site when the specific Task is being accomplished.

Is responsible for all Task activities, contract compliance, escorting and reporting.

The Task Lead may be a member of the Cleaning Team or a separate staff member. In either case, costs for the Task Lead must be included or incorporated into the hourly rates/overhead for the cleaning classifications listed below.

- 2) **Large Sweeper - Cleaning** -This Classification includes the sweeper (Tymco Model 500 or approved equivalent), operator, and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

Classification will be paid for based on total hours between the Start Time and End Time.



- 3) **Medium Sweeper – Cleaning** - This Classification includes the sweeper (Tymco Model 210 or approved equivalent), operator and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

Classification will be paid for based on total hours between the Start Time and End Time.

- 4) **Pressure Wash – High Pressure Cleaning** - This Classification includes an industry standard high pressure washer for cleaning oils, grease and similar debris and contamination off of concrete pavements (commercial, hot, 4000 psi, or approved equivalent), operator, and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

Classification will be paid for based on total hours between the start time and end time.

- 5) **Pressure Wash – Medium Pressure Cleaning** This Classification includes an industry standard medium pressure washer for cleaning dirt, debris and residue off of asphalt and pavement markings without damaging the underlying pavement (commercial, hot, 3000 psi, or approved equivalent), operator and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

Classification will be paid for based on total hours between the start time and end time.

- 6) **Pressure Wash – Light Pressure Cleaning** This Classification includes an industry standard light pressure washer for cleaning dirt, debris and residue off of windows, buildings, airfield lights and signs (commercial, hot, 1500 psi, or approved equivalent), operator and all associated planning, labor, overhead materials, equipment, maintenance, reclamation, disposal, compliance and documentation.

Classification will be paid for based on total hours between the start time and end time.

- 7) **Support Staff - Cleaning** - This Classification includes the staff member, brooms, blowers, sprayers and all associated planning, labor, materials, equipment, maintenance, reclamation, disposal, compliance and documentation.

Classification will be paid for based on total hours between the start time and end time.

e) **Typical Shifts 11:00 PM to 6:00 AM**

Arrive on site, set up and test equipment; scope and safety briefing; stage at the airport gate.

Start Time - Task Team proceeds through the gate to designated area and performs Task.

30 minutes before End Time – Begin de-mobilization, clean-up, and collection/disposal/organize debris

End Time - Exit airfield with all equipment and waste.

All members/positions/classifications on a Task Specific Team will begin and end the Shift at the same time (i.e. the Team must all be present and together at Start Time and End Time) Partial Shifts will not be permitted unless otherwise approved by the JWA PM.

f) **Documentation**

All Tasks will have three levels of documentation as follows:

- 1) **Task Order (TO):** JWA will generate a Task Order for work. The TO will be issued prior to the start of work. Tasks Orders will include, but not be limited to:



- Contract information
 - Scope
 - Schedule
 - Approximate Cost
- 2) **Daily Log:** Contractors must check in with JWA Service Desk at Start Time and Check out with the Service Desk at End Time. Contractor must complete and submit a daily log to the Service Desk within 24 hours of the end of the shift. Daily Log must include, but is not limited to: the following for each shift:
- Day, date, weather
 - Shift specific work completed
 - Labor Summary (who was there, role, time in/time out, etc)
 - Equipment Summary
 - Narrative of issues, concerns and noteworthy information.
- 3) **Final Report:** Within 48 hours of the completion of a Task, the Contractor must complete, sign/certify and submit a Task Specific Final Report. Report must include, but not be limited to:
- Task Description
 - Schedule/Work Period and Milestones
 - Daily Details:
 - Weather Day, Date and Weather
 - Staffing
 - Work Area
 - Equipment used and time/hours
 - Chemicals used, where, amount and application rate
 - Amount of water/fluids reclaimed, where and how disposed
 - Weight and description of trash and debris picked-up, swept and disposed of (what, how much, weight, where and how was it disposed).
 - Measurements and supporting documentation for payment
 - Signature of Lead

g) Measurement

Contractor will be paid by the hour for each Classification based on the Final Task Order, actual quantities and Final Report.

h) Payment

Contractor will be paid by the hour for each Classification based on the final task order, daily logs and final report.

For hourly Tasks, Contractor will only be paid for actual hours on the Airfield (i.e. hours between Start Time and End Time).



Hourly rates must include all planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

Each Task will take 30 calendar days or less. Unless otherwise approved by the JWA PM, Contractor must submit a single invoice per task. Multiple invoices and partial payments per task will not be accepted.

Unless otherwise approved by the JWA PM, Contractor will not be paid for any time, staff or shifts for which there is not completed and approved Task Order, daily logs and a final report.

Friction Testing and Rubber Removal

a) Summary:

Friction Testing and Rubber Removal must comply with the following:

- Advisory Circular 150/5320-12C (or current version) – Measurement, Construction and Maintenance of Skid Resistant Airport Pavement Surfaces
- https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5320-12
- Advisory Circular 150/5340-1M (or current version) – Standards for Airport Markings
- https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5340-1
- Advisory Circular 150/5370-10H (or current version) – Standard Specifications for Construction of Airports (specifically Item P-620 – Runway and Taxiway Marking)
- https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-10
- U.S. DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) 29 CFR 1910

b) Approach and Talking Points:

Contractor must:

- All equipment operators must be trained and licensed per local, state and federal requirements.
- Perform friction testing monthly, post rubber removal or upon request, which complies with the processes and requirements of Advisory Circular 150/5320-12C (or current version) – Measurement, Construction and Maintenance of Skid Resistant Airport Pavement Surfaces.
- Perform Rubber Removal from areas of grooved pavement on runways as directed by the JWA PM. Rubber removal from asphalt pavements shall be accomplished exclusively using a high pressure water system unless otherwise approved by the JWA PM.
- Furnish all equipment and labor for delivery of water if needed, from the JWA source to the job site. Water to be used will be furnished by JWA from a central location at no cost to the Contractor.
- Provide sufficient lighting for the purpose of illuminating the work area on the Airfield,



and shall shade and direct the lighting as not to interfere with aircraft or tower operations.

- Provide and utilize on the job site, a digital camera with date and time stamp capabilities to document all work performed under this contract.
- Contain, reclaim, clean, report and dispose of fluids, rubber, residue, waste and debris in accordance with the latest local, state and federal regulations.

MATERIALS

Furnish all equipment and labor for delivery of water from the hydrant to the job site. Water will be made available from JWA hydrants at no cost to Contractor.

EQUIPMENT

Provide equipment, tools, and machinery which are safe and in satisfactory condition at all times. Equipment shall be supported on pneumatic tires. Vehicular-mounted hydraulic system capable of delivering high-pressure water impact upon the pavement surface less or greater than 8,000 pounds per square inch. If high-pressure is delivered from a spray bar, the nozzles shall be spaced to provide total coverage of the area being treated. The nozzle line shall have adjustable pressure regulators or relief valves and gauges measuring actual line pressure.

RATE OF REMOVAL

Remove rubber at a minimum rate of 10,000 square feet per hour. Do not permit high-pressure water application to remove or otherwise damage the existing pavement surface.

WATER PRESSURE

Provide water pressure impact upon the indicated pavement areas sufficient to remove the designated rubber to the required degree of removal without damaging the existing pavement joint sealant, and other airfield appurtenances. Contractor shall be responsible for repairing any damage caused by the removal work.

DEGREE OF REMOVAL

Contractor is responsible for quality control, testing and documentation supporting that 95 percent of all visible rubber is removed.

Utilize self-propelled vehicles capable of applying water and/or solution, scrubbing the surface and collection of the wastewater containing rubber and other materials. All the equipment shall be designed for rubber removal or surface-cleaning operations. Multiple passes may be required in order for the requirements to be met.

Maintenance of the rubber removal equipment shall be the sole responsibility of the Contractor. The Contractor's operation plan shall address how maintenance and repair of the equipment will be accomplished. JWA reserves the right to investigate, at any time, the state of parked equipment or to request the maintenance records for the Contractor's equipment. Maintenance cannot be performed on the AOA. Any maintenance operation conducted in approved areas should be performed under strict adherence to environmental rules and regulations concerning spills, drips and leaks of fluids and debris.

Contractor is responsible for containing, reclaiming, cleaning and disposal of fluids, rubber, residue and debris in accordance with current latest local, state and federal Environmental Quality regulations in affect at the time of the rubber removal.



c) **Staff and Schedule:**

JWA envisions that the Friction Testing and Rubber Removal Team will consist of the following (the number of each Classification required will vary by Work and Task Order):

d) **Classifications:**

- 1) **Task Lead – Friction and Rubber Removal** - Each Task must have a designated Lead with a minimum of five (5) years' experience with the same or similar Task in terms of scope, size, complexity and environment. The designated Lead must be pre-approved by the JWA PM, on site when the specific Task is being accomplished and is responsible for all Task activities, contract compliance, escorting and reporting.

The Task Lead may be a member of the Testing or removal Team, or a separate stand alone staff member. In either case, costs for the Task Lead must be included in the Hourly rate for the Friction Testing Team and in the per square foot rate for the rubber removal team.

- 2) **Friction Testing Team** - This Classification includes all materials, labor and equipment to complete friction testing and reporting in conformance with the approach and Advisory Circulars described above (includes all equipment, operator(s) and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.
- 3) **Rubber Removal Team** - This Classification includes all materials, labor and equipment to complete the rubber removal in conformance with the approach and Advisory Circulars described above (includes all equipment, operator(s) and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

e) **Typical Shifts 11:00 PM to 6:00 AM**

Arrive on site, set up/check/test equipment; scope and safety briefing; stage at the airport gate.

Start Time - Task Team proceeds through the gate to designated area and performs work.

30 minutes before End Time – Begin de-mobilization, clean-up, and collection/disposal/organize debris

End Time - Exit airfield with all equipment and waste.

All members/positions/classifications on a Task Specific Team will begin and end the Shift at the same time (i.e. the Team must all be present and together at Start Time and End Time) Partial Shifts will not be permitted unless otherwise approved by the JWA PM.

f) **Documentation**

All Tasks will have three levels of documentation as follows:

- 1) **Task Order (TO):** JWA will generate a Task Order for work. The TO will be issued prior to the start of work. Tasks Orders will include, but not be limited to:
 - Contract information
 - Scope
 - Schedule
 - Approximate Cost



- 2) **Daily Log:** Contractors must check in with the Service Desk at Start Time and Check out with the Service Desk at End Time. Contractor must complete and submit a daily log to the Service Desk within 24 hours of the end of the shift. Daily Log must include, but is not limited to: the following for each shift:
 - Day, date, weather
 - Shift specific work completed
 - Labor Summary (who was there, role, time in/time out, etc)
 - Equipment Summary
 - Narrative of issues, concerns and noteworthy information.
- 3) **Final Report:** Within 48 hours of the completion of a Task, the Contractor must complete, sign/certify and submit a Task Specific Final Report. Report must include, but not be limited to:
 - Task Description
 - Schedule/Work Period and Milestones
 - Daily Details:
 - Weather Day, Date and Weather
 - Staffing
 - Work Area
 - Equipment used and time/hours
 - Chemicals used, where, amount and application rate
 - Amount of water/fluids reclaimed, where and how disposed
 - Weight and description of trash and debris picked-up, swept and disposed of (what, how much, weight, where and how was it disposed).
 - Measurements and supporting documentation for payment
 - Signature of Lead

g) Measurement

Rubber Removal will be paid by the actual Square Feet of Runway treated and described in the Final Task Order, actual quantities and Final Report. Payment per sf will be all inclusive including, but not limited to all labor, materials, equipment, disposal, reclamation.

Rubber removal costs per square foot must include and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

Friction Testing Team will be measured and paid for by the hour based on the hours between the Start Time and End Time and as described in the Final Report.

Hourly rates for the Friction Testing Team must include all and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.



h) Payment

Contractor will only be paid for actual hours on the Airfield (i.e. hours between Start Time and End Time).

For hourly Tasks, Contractor will only be paid for actual hours on the Airfield (i.e. hours between Start Time and End Time).

Each Task will take 30 calendar days or less. Unless otherwise approved by the JWA PM, Contractor must submit and will be reimbursed for a single task per invoice. Multiple invoices and partial payments per task will not be accepted.

Unless otherwise approved by the JWA PM, Contractor will not be paid for any time, staff or shifts for which there is not completed and approved Task Order, daily logs and a final report.

Airfield Marking

a) Summary

This Task includes the removal of markings, touching up of markings and painting new markings.

- All marking removal and new marking must comply with the following and the current Airport Layout Plan (ALP).
- Advisory Circular 150/5340-1M (or current version) – Standards for Airport Markings
- https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5340-1
- Advisory Circular 150/5370-10H (or current version) – Standard Specifications for Construction of Airports (specifically Item P-620 – Runway and Taxiway Marking)
- https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-10

b) Approach and Talking Points

Removal of Markings –

Pavement markings that are no longer needed are not to be painted over but instead are to be physically removed. Physical removal of markings is achieved by water blasting, shot blasting, sand blasting, chemical removal, or other acceptable means that do not harm the pavement. The physical removal of any old marking(s) must include a predetermined larger size and shape of a removal area that encompasses the old marking(s) and by grouping adjacent markings together into a larger rectangular removal area. The rationale behind this practice is to eliminate the continued visual appearance of the removed marking(s).

The Contractor shall remove and dispose of paint markings as needed and upon request of the JWA PM. The exact quantities and locations are determined by the JWA PM at the start of each paint removal project. Paint in the area assigned for removal shall be 100 percent eradicated for the task to be acceptable.

Water to be used will be furnished by JWA from a central location at no cost to the Contractor. The Contractor shall furnish all equipment and labor for delivery of water from the JWA source to the job site.



The Contractor shall provide sufficient lighting for the purpose of illuminating the work area on the Airfield, and shall shade and direct the lighting as not to interfere with aircraft or tower operations.

Contractor is responsible for containing, reclaiming, cleaning and disposal of fluids, rubber, residue, waste and debris in accordance with the latest local, state and federal regulations

Pavement markings must be removed by a fully self-contained surface preparation unit equipped with a dust collector that does not generate debris and airborne dust. The unit shall be a Goff 26-D-13 blast machine equipped with an 816 dust collector shot blaster by George Fisher Disa Goffs, Inc. or approved equal.

The surface of asphalt concrete pavements subject to the pavement markings removal shall be sealed with a quick-set grade of emulsion – QS-1h or CQS-1h.

The Contractor shall provide all necessary mobilization and demobilization, labor, materials, tools, equipment with operators and supervision, to perform the Airfield marking removal at JWA.

New Marking –

MATERIALS

The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance. All material shall arrive in sealed containers for inspection.

PAINT: Paint shall be Waterborne. Paint shall be furnished in:

White – 37925

Yellow - 33538 or 33655

Black – 37038

Red – 31136

Green - 34193

WATERBORNE

Paint shall meet the requirements of Federal Specification TT-P-1952 E, Type II.

REFLECTIVE MEDIA

Glass beads shall meet the requirements for TT-B-1325D, Type III, gradation A. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

RAISED PAVEMENT MARKERS

Raised pavement markers shall be directional, retroreflective and of the color as indicated on the plans and shall conform to highway standards capable of being attached to pavement and standing up to traffic loading without becoming dislodged or disfigured and without causing damage to vehicular or aircraft tires. |

TEMPORARY FLEXIBLE PAVEMENT MARKERS

Temporary flexible raised pavement markers shall be retroreflective and of the color as indicated on the plans and shall conform to highway standards capable of being attached to



pavement and standing up to traffic loading without becoming dislodged or disfigured and without causing damage to vehicular or aircraft tires

CONSTRUCTION METHODS

WEATHER LIMITATIONS

The painting shall be performed only when the surface is dry and when the surface temperature is at least 50°F and rising and the pavement surface temperature is at least 5°F above the dew point. Markings shall not be applied when the pavement temperature is greater than 110°F. Markings shall not be applied when the wind speed exceeds 10 knots unless windscreens are used to shroud the material guns.

EQUIPMENT

All equipment for the work shall be subject to concurrence by the JWA PM and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type-marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designed so as to apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray.

PREPARATION OF SURFACE

Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials without damage to the pavement surface.

Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials. If sandblasting is used, the Contractor shall use vacuum equipment to adequately prevent fugitive dust and debris.

LAYOUT OF MARKINGS

The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall include permanent taxiway centerline marking, permanent taxiway edge markings, hold short lines, permanent non-movement area boundary markings, and other marking as directed by the JWA PM.

APPLICATION

Paint shall be applied at the locations, dimensions and spacing agreed to with the JWA PM and in accordance with the applicable Advisory Circular. Paint shall not be applied until the layout and condition of the surface has been approved by the JWA PM. The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet and marking dimensions and spacing shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inches or less	±1/2 inch
greater than 36 inches to 6 feet	± 1 inch



Dimension and Spacing	Tolerance
greater than 6 feet to 60 feet	± 2 inches
greater than 60 feet	± 3 inches

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate(s) shown in Table 1. The addition of thinner will not be permitted.

TABLE 1. APPLICATION RATES FOR PAINT AND GLASS BEADS

Paint Type	Paint Square feet per gallon, ft ² /gal	Glass Beads, Type III Pounds per gallon of paint, lb/gal.
Permanent Markings	115 maximum	12 minimum

Glass beads shall be distributed upon the applicable marked areas immediately after application of the second coat of paint. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate(s) shown in Table 1.

Glass beads shall not be applied to black paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made.

Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the JWA PM. The containers shall not be removed from the airport or destroyed until authorized by the JWA PM.

PROTECTION

After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings of paint.

CLEANUP

The contractor shall remove from the work area all debris, waste, loose or unadhered reflective media and by-products generated by the surface preparation and application operations to the satisfaction of the JWA PM.

c) Staff and Schedule:

JWA envisions that the Airfield Marking Team will consist of the following (the number of each Classification required will vary by Work and Task Order):

d) Classifications:

1) **Task Lead – Airfield Marking**

Each Task must have a designated Lead with a minimum of five (5) years' experience with the same or similar Task in terms of scope, size, complexity and environment. The designated Lead must be pre-approved by the JWA PM, on site when the specific Task is being accomplished and is responsible for all Task activities, contract compliance, escorting and reporting.



The Task Lead may be a member of the Testing or removal Team, or a stand alone staff member. In either case, costs for the Task Lead must be included in rates per square foot listed under Payment.

e) Typical Shifts 11:00 PM to 6:00 AM

Arrive on site, set up/check/test equipment; scope and safety briefing; stage at the airport gate.

Start Time - Task Team proceeds through the gate to designated area and performs work.

30 minutes before End Time – Begin de-mobilization, clean-up, and collection/disposal/organize debris

End Time - Exit airfield with all equipment and waste.

All members/positions/classifications on a Task Specific Team will begin and end the Shift at the same time (i.e. the Team must all be present and together at Start Time and End Time) Partial Shifts will not be permitted unless otherwise approved by the JWA PM.

f) Documentation

All Tasks will have three levels of documentation as follows:

- 1) **Task Order:** JWA will generate a Task Order for work. The TO will be issued prior to the start of work. Tasks Orders will include, but not be limited to:
 - Contract information
 - Scope
 - Schedule
 - Approximate Cost
- 2) **Daily Log:** Contractors must check in with the Service Desk at Start Time and Check out with the Service Desk at End Time. Contractor must complete and submit a daily log to the Service Desk within 24 hours of the end of the shift. Daily Log must include, but is not limited to: the following for each shift:
 - Day, date, weather
 - Shift specific work completed
 - Labor Summary (who was there, role, time in/time out, etc)
 - Equipment Summary
 - Narrative of issues, concerns and noteworthy information.
- 3) **Final Report:** Within 48 hours of the completion of a Task, the Contractor must complete, sign/certify and submit a Task Specific Final Report. Report must include, but not be limited to:
 - Task Description
 - Schedule/Work Period and Milestones
 - Daily Details:
 - Weather Day, Date and Weather
 - Staffing



- Work Area
- Equipment used and time/hours
- Chemicals used, where, amount and application rate
- Amount of water/fluids reclaimed, where and how disposed
- Weight and description of trash and debris picked-up, swept and disposed of (what, how much, weight, where and how was it disposed).
- Measurements and supporting documentation for payment
- Signature of Lead

g) Measurement

All measurements will be by actual square foot of paint removal or new paint.

h) Payment

Contractor will be paid by the square foot (SF)

- SF of paint removed
- SF, single coat, no beads, overlay of location and color in kind, no survey
- SF, single coat, with beads, overlay of location and color in kind, no survey
- SF single coat, no beads, requires survey and layout:
- SF single coat, with beads, requires survey and layout:

(Double coats will be calculated based on the appropriate combination of the line items)

SF costs per square foot must include and all associated planning, labor, overhead, materials, equipment, maintenance, reclamation, disposal, compliance, contract/project/task management, reporting and documentation.

Each Task will take 30 calendar days or less. Unless otherwise approved by the JWA PM, Contractor must submit and will be reimbursed for a single task per invoice. Multiple invoices and partial payments per task will not be accepted.

Unless otherwise approved by the JWA PM, Contractor will not be paid for any time, staff or shifts for which there is not completed and approved Task Order, daily logs and a final report.

7. Invoicing

Unless otherwise approved by the JWA-PM, invoices must include but are not limited to the following:

- a) Contractor Information:
 1. Firm name and address
 2. Remittance address
 3. Point of Contact
 4. Point of Contact Phone #
 5. Point of Contact email address
 6. Contractor's Federal Taxpayer Identification Number
- b) County Information:
 1. John Wayne Airport, County of Orange



2. Maintenance Division
3. Maintenance Division Contract Manager
4. Contract Manager Phone #
5. Contract Manager email address
- c) Contract Information
 1. Master Agreement or Purchase Order Number
 2. Delivery Order Number (if there is one)
 3. Work Order Number (if there is one)
 4. Control Number (if there is one)
 5. Contract Term (Begin and End)
 6. Total Contract Amount
- d) Invoice
 1. General
 - Invoice Number
 - Invoice Date
 - Invoice Period Covered
 2. Scope Covered
 - Date of Service Order
 - Short description of work completed
 3. Finance
 - Total Contract Amount
 - Total Amount Earned/Incurred
 - Amount Previously Requested
 - Amount Requested this Invoice
 - Unrequested Contract Balance
 4. Details (depending on type of compensation)
 - Labor Breakdown
 - Material and Equipment Breakdown
 - % Complete Product/service description, quantity, and prices
 - Sales tax, if applicable
 - Freight/delivery charges, if applicable
 - Total Requested (should equal 3d above)

8. Badging, Security and Escorts

Contractor will keep sufficient, appropriate staff properly badged and available to access applicable areas of the Airport and escort staff as required to complete the Scope of Services under this Contract.

All Contractor and Subcontractor staff working under this contract must be either properly badged or escorted by a badged staff.

Escorts:

- Can escort a maximum of five people.
- Must be within 250 feet of all people being escorted AND able to verbally and visibly



communicate with every person at all times while in secure areas.

9. Computerized Maintenance Management System (CMMS)

Utilize JWA's Computerized Maintenance Management System (CMMS). The contractor shall use, for the term of this contract, the Airport's Computerized Maintenance Management System (CMMS) to manage and document all maintenance and repair activities performed under this Contract. The County will provide the contractor access, in the form of up to two (2) usernames and passwords to use the County's CMMS to manage all maintenance and repair activities performed under this Contract. All hardware and workstations necessary to comply with this requirement must be provided by the Contractor.

Work Orders will be generated each month by the County and provided to the contractor through the CMMS. Upon completion of work the contractor shall be responsible for closing out the work order by inputting all relevant information and data in the CMMS that relates to work performed by the contractor. The County will provide the necessary training to the contractor on the proper use of the CMMS program.

10. Communications Equipment

The contractor must ensure that all on-site staff (including subcontractor staff) have sufficient communication devices to be reached, while on-site, at all times.

11. Crime Reporting

Immediately report all occurrences of vandalism or other damage to the Project Manager and Airport Police Services Control Center at (949) 252-5000.

12. Department of Industrial Relations (DIR) and Wage Rates

Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

All Contractors and subcontractors must comply with requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered Contractor's except as provided in Section 1771.1.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality from the Director of the Department of Industrial Relations for each craft, classification, or type of workman needed to execute the contract. Copies of the prevailing wage rates are on file at County's principal office. Copies may be obtained from the State Office, Department of Industrial Relations, or from the Department of Industrial Relations website: <http://www.dir.ca.gov>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Additionally, Contractor shall comply with the provisions of Labor Code Section 1775 (Penalties for Prevailing Wage Violations) and 1813 (Forfeiture for Overtime Violations).

All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

In the performance of this work Contractors and subcontractors, in addition to the above-noted Labor Code sections, shall also comply with the requirements of Labor Code Sections 1774



(Minimum Prevailing Wage Rates), 1776 (Payroll Records), 1777.5 (Employment of Apprentices), and 1815 (Working Hours).

13. Equipment, Tools and Machines

Equipment, tools and machines used in the performance of the scope of work and services shall be in safe and satisfactory working condition at all times. If the Airport determines that damage to the existing pavement is caused by an operational error, such as permitting broom pressure to dwell in one location for an extensive amount of time, the Contractor will be responsible for the repairs at its expense.

Work may be restricted in cases of poor weather, high winds, low visibility or other conditions, as determined by the Airport.

Failure to provide the required level of necessary equipment and manpower resources, all of which must be in functional working order, will be considered as contract performance deficiency. The Contractor shall take immediate action to correct the deficiency.

14. Environmental

Contractor agrees to accept full responsibility for with all applicable environmental laws, rules regulations, restrictions, and ordinances relating to hazardous materials generated or used by the Contractor or subcontractors in the performance of this contract. Contractor shall comply with all such environmental laws, rules and regulations, including, but not limited to, those applicable to:

- Underground storage tanks, pipelines, pumps and other equipment.
- the storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants, coolants, pesticides, herbicides, fertilizers, batteries and/or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.
- Perform remediation as it occurs. Contractor agrees that is shall be responsible for the clean-up, removal and remediation of any hazardous materials or contamination caused by Contractor or any of its subcontractors or agents.

The Contractor shall perform all tasks and operations in such a manner that no runoff is allowed to enter the storm drain system of the Airport. It is the Contractor's responsibility to take the necessary measures to prevent runoff and debris from impacting the storm drain system of the Airport.

The Contractor shall ensure that all spoils and wastewaters are reclaimed from all runways and taxiway surfaces at the conclusion of the night's work. The JWA PM or designee inspector shall inspect the work area at the conclusion of each night's activity.

Contractor shall follow County of Orange, Watershed Management for Municipal Activity Best Management Practices which is located at: <http://www.ocwatersheds.com/documents/bmp/municipalactivities>

Volatile Organic Chemical (VOC) - The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national VOC limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

Disposal - All debris (rubber, paint chips, trash, sweeping spoils and reclaimed fluids shall be removed from airport property and disposed of properly at an offsite location in accordance with the latest local, State and Federal requirements.



15. File Sharing

Contractor shall be solely responsible to provide for and maintain a cloud based File Sharing System (FSS) as follows:

- a) Proposed system must be mutually agreed upon between the County and the Contractor. The system must be supported by the County network. Current compatible systems include, but are not limited to, Dropbox Business and OneDrive.
- b) Features, functions and process
 - Must provide sufficient cloud storage capacity.
 - Password protected.
 - FSS will provide for email notifications to County staff when documents are uploaded or modified.
 - Must provide for cloud-base back-up and restoration.
 - Accessible by County staff 24/7/365
 - Files will remain on the FSS and be available for download by County staff for the term of the contract plus 12 months
 - File sharing system must be password protected and provide for access by up to ten (10) County Staff.
 - Unless instructed otherwise, the FSS will be used by the Contractor to submit all required reports and deliverables.
 - File and folder and naming conventions must be logical and mutually agreeable to the County PM.
 - Contractor must retain a back-up of all documents uploaded and submitted using the FSS.
 - Upon request, Contractor will provide copies of all files and documents uploaded or submitted using the FSS on a mobile media such as a portable storage/hard drive device.
 - Contractor will bear all costs associated with establishing and maintaining the FSS.

16. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the County.

17. Permits

Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.

18. Reference Material and Information

Contractor must be familiar with and comply with applicable rules, requirements and regulations, including, but not limited to:

- Advisory Circular 150/5370-2G (or current version) – Operational Safety on Airports During Construction -



https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-2

- Advisory Circular 150/5210-5D (or current version) – Painting, Marking and Lighting of Vehicles

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-5

- Airport ID Badging

<https://www.ocair.com/businessandemployment/badging>

- Airport Rules and Regulations

<https://www.ocair.com/aboutjwa/rulesandregulations/default>

- Federal Air Regulation (FAR) Part 139

<https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=8313bcee050ec81d7e8fb3377331177&rgn=div5&view=text&node=14:3.0.1.1.14&idno=14>

19. **Safety**

Contractor is responsible for complying with all local, state and federal safety and occupation health requirements.

The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.

Contractor will provide and maintain a safe and healthful workplace for employees. Title 8, of the California Code of Regulations (CCR), requires every California employer to have an effective Injury and Illness Prevention Program in writing that must be in accord with Title 8 CCR Section 3203 of the General Industry Safety Orders.

The contractor shall, within fourteen (14) calendar days of contract award, submit its own detailed safety and protection plan/program that shall comply with all safety, environmental protection, property protection and health provisions of the Contract.

Contractor will:

- Adhere to JWA's safety and security standards by having all equipment, tools, and materials in the technician's immediate possession at all times.
- Remove and properly dispose of, all trash and debris generated from its operations prior to the end of each workday at Contractor's expense. County trash dumpsters shall not be used for this purpose.
- Keep paved surfaces completely free of foreign objects and debris at all times. Foreign objects or debris not picked up by mechanical cleaning equipment shall be removed by manual sweeping.
- Implement safety precautions at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with OSA requirements, and federal state safety orders.



- Take proper safety and health precautions to protect work, workers, public, property, and property of others. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect County's property from injury or loss arising in connection with this Contract.
- Provide and place all necessary safety and traffic control equipment required to protect its employees, the public and surrounding areas.
- Be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by Contractor during the performance of work on this Contract.

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. The County reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

20. Traffic Control

During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the County harmless from all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property or buildings shall be provided at all times unless otherwise approved by County.

Reflective garments meeting ANSI 107-2010, Class 2 or better must be worn at all times while on-site. Reflective garments must:

- Be worn as the outside layer at all times while on duty.
- Must be clean and in good condition.
- Be consistent – all staff must have similar colors and styles.
- Be clearly marked with the Contractor/Firm name, legible from a minimum of 10 feet away.

The County reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

In the event that the County should elect to stop work because of any type of existing safety hazards after the contractor has been notified and provided ample time to correct, the contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The contractor shall pay all additional expenses.

21. Uniforms

Contractors and Subcontractors must wear company uniforms with the company name permanently affixed (logo, patch, stitching, etc), and legible at all times while working at the Airport under this contract (Uniform may be as simple as a t-shirt or yellow Personal Protective Equipment (PPE) vest with the company logo).



22. Vehicles

Contractor and subcontractor vehicles must have the company name and phone number legible and visible on the vehicle while the vehicle is on the Airport for this contract.

All trucks operating in the aircraft movement areas shall be equipped with two-way radios with the following frequencies: 119.1 and 121.7. Additionally, all vehicles shall have the ability to communicate with each other via a separate radio system. The Contractor shall provide one hand-held radio to the JWA PM for communication with the Task team Leads. After the service period of the contract, the Contractor shall demobilize and relocate the equipment off of the AOA, to a location approve by the Airports. Other requirements for AOA approved vehicles shall be met.



ATTACHMENT B COST/COMPENSATION

- I. COMPENSATION:** This is a fixed price Contract between County and Contractor for Airside Surface Maintenance as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. of the County Contract Terms and Conditions.

The price must include all fees, shipping, freight, transportation, travel, taxes and any other fees. No other compensation shall be allowed.

Contract Amount Not to Exceed Per Year: **\$1,400,000.00**

Total Contract Amount Not To Exceed: **\$4,200,000.00**

Rates (see scope for what is included):

No.	Classification	Units	Price
1	Large Sweeper - Cleaning	Hourly	\$350.00
2	Medium Sweeper - Cleaning	Hourly	\$280.00
3	Pressure Wash - High Pressure Cleaning	Hourly	\$450.00
4	Pressure Wash - Medium Pressure Cleaning	Hourly	\$300.00
5	Pressure Wash- Light Pressure Cleaning	Hourly	\$250.00
6	Support Staff - Cleaning	Hourly	\$150.00
7	Friction Testing Team	Hourly	\$10,000.00
8	Rubber Removal Team	Square Foot	\$.45
9	Paint Removal	Square Foot	\$3.00
10	Paint - single coat, no beads, overlay of location and color in kind, no survey	Square Foot	\$.90
11	Paint - single coat, with beads, overlay of location and color in kind, no survey	Square Foot	\$1.90



12	Paint - single coat, no beads, requires survey and layout	Square Foot	\$1.50
13	Paint - single coat, with beads, requires survey and layout	Square Foot	\$2.50

(**) Unit costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3) If the contract is extended beyond three years, Units Costs may be renegotiated on an annual basis. In no event shall an agreed upon increase be greater than the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

- II. Pre-contractual Expenses:** Pre-contractual expenses are the responsibility of the Proposer and will not be reimbursed by the County. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its Proposal in response to this RFP; b) submitting that Proposal to the County; c) negotiating with the County any matter related to the Respondent's proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
- III. Payment Terms:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- IV. Payment - Invoicing Instructions:** The Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

Refer to 7. Invoicing for additional instructions (page 40)

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total



Invoices and support documentation are to be forwarded to:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.



ATTACHMENT C STAFFING PLAN

1. CONTRACTOR KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications (include license number)
William Jacob	President/Owner	30	82380255
Frank Villegas	Project Manager	15	
John Davey	General Superintendent	25	
Jose Zabalza	Safety Coordinator/Superintendent	15	

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Subcontractor Name and Address	DIR #	License Number	Division of Work /Trade
Applied Research Associates, Inc. 4300 San Mateo Blvd., NE, Suite A-220 Albuquerque, NM 87110-1295 Southern California Division: 165 S. Chestnut St. Ventura, CA 93001	1000041345		Public Works - Friction Testing

Contract Summary Form

PCI

SUMMARY OF SIGNIFICANT CHANGES

None as this is a new contract.

SUBCONTRACTORS

This contract allows for subcontracting with John Wayne Airport's consent pursuant to Attachment B, Section B, Fees and Charges within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Applied Research Associates, Inc.	Runway friction testing	Unknown

CONTRACT OPERATING EXPENSES

THREE YEARS CONTRACT TOTAL AMOUNT NOT TO EXCEED \$4,500,000

Description	Unit	Unit Cost	No. of Units	Total Annual Cost
Airfield Cleaning	As needed			
Runway Friction Testing	As needed			
Runway Rubber Removal	As needed			
Surface Marking Application	As needed			
Surface Marking Removal	As needed			
TOTAL NTE ANNUAL CONTRACT AMOUNT				\$1,500,000

This is a Time and Materials contract and all of the services described in the Contract Scope of Work will be performed as needed. The annual contract amount will not exceed \$1,500,000 per year.

Evaluation Criteria	Weight	Proposer: PCI										Score	Weighted	
Written Criteria	60%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score	
Overall Responsivness	10%	4	8	4	8	3	6	4	8	3	6	7	4	
Qualification and Experience	20%	4	16	3	12	4	16	4	16	4	16	15	9	
Proposed Staffing Plan	25%	3	15	3	15	3	15	3	15	3	15	15	9	
Approach and Methodology	25%	4	20	4	20	4	20	4	20	3	15	19	11	
Cost	20%	4	16	4	16	4	16	4	16	3	12	15	9	
Written Proposal Evaluation - Must Equal 100%	100%	19.0	75.0	18.0	71.0	18.0	73.0	19.0	75.0	16.0	64.0	71.6	43.0	
Oral Criteria	40%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5				
Qualifications and Experience	35%	4	28	3	21	3	21	4	28	3	21	24	10	
Understanding of Scope of Services	20%	3	12	3	12	4	16	4	16	3	12	14	5	
Approach and Methodology	35%	4	28	3	21	4	28	4	28	3	21	25	10	
Cost	10%	4	8	3	6	3	6	4	8	4	8	7	3	
Oral Proposal Evaluation - Must Equal 100%	100%	15.0	76.0	12.0	60.0	14.0	71.0	16.0	80.0	13.0	62.0	69.8	27.9	
Grand Total - Must Equal 100%		100%												70.9

Estimated Cost Breakdown and Service Frequencies

Attachment D

Task	Title	Description	Times Per year	Units Per Time	Units	Total Units	Cost Per Unit	Extended
1	Airfield Sweeping	Sweeping of airfield between hours of 11PM and 6AM; Must comply with Part 139 requirements and be able to coordinate with the Air Traffic Control Tower; Tymco Models 500 and 210 or equals.	24	16	Per Hr	384	\$350.00	\$134,400
2	Power Washing, Cleaning and Recovery	High pressure washing of aprons and airfield lighting, signage and navigational aids; Must collect waste water; Must be done between 11PM and 6AM.	3	32	Per Hr	96	\$450.00	\$43,200
3	Friction Testing	Must be completed per FAR Part 139 and meet the requirements of Federal Aviation Administration (FAA) Advisory Circulars (AC) 150-5370-10; 150-5340-1 and 150-5320-12. Testing must be completed between 11PM and 6AM.	6	2	Per Hr	12	\$10,000.00	\$120,000
4	Rubber Removal	Must be completed per FAR Part 139 and meet the requirements of FAA AC 150-5370-10; 150-5340-1 and 150-5320-12. Must be completed between 11PM and 6AM.	6	150000	Sq Ft	900000	\$0.45	\$405,000
5	Marking Removal	Must be completed between 11PM and 6AM; Markings must be removed per FAA AC 150-5340-1M.	2	20000	Sq Ft	40000	\$3.00	\$120,000
6	New Marking and Painting	Must be completed per FAR Part 139; Must be completed between 11PM and 6AM; Markings, layout and materials must comply with FAA AC 150-5340-1M.	2	115480	Sq Ft	230960	\$2.50	\$577,400
								\$1,400,000