

**Contract  
MA-280-21010007**

**for**

**Shuttle Maintenance, Repair, and Support Services**

**Between**

**County of Orange, John Wayne Airport**

**and**

**LAZ Parking California, LLC**



**Contract MA-280-21010007**  
**For**  
**Shuttle Maintenance and Support Services**  
**Between**  
**County of Orange, John Wayne Airport**  
**And**  
**LAZ Parking California, LLC**

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 LAZ Parking California, LLC ("Contractor"), which are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

**Recitals**

**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;

**Now Therefore**, Parties mutually agree as follows:

**Articles**

**General Terms and Conditions**

**1.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.

**2.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.

**3.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.

**4.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.

**5.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.

#### **6.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.

#### **7.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.

#### **8.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.

#### **9.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.

#### **10.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.

#### **11.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.

**12.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.

**13.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.

**14.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.

**15.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><b>Coverage</b></u>	<u><b>Minimum Limits</b></u>
Garagekeepers Legal Liability	\$250,000 per occurrence
with Direct Primary Coverage	\$500,000 aggregate
Workers Compensation	Statutory
Employers Liability	\$1,000,000 per occurrence

### **For Garage Operations (subcontractor)**

Garage Liability with Symbol 29	\$1,000,000 per occurrence
(Non-Owned Autos)	\$2,000,000 aggregate
Garagekeepers Legal Liability	\$250,000 per occurrence
With Direct Primary Coverage	\$500,000 aggregate

### **Required Coverage Forms**

~~The Garage Liability Policy shall be written on Insurance Services Office (ISO) form CA 99 37 13, or a substitute form providing liability coverage at least as broad. Coverage shall apply on a Direct Primary basis and include Comprehensive and Collision coverage.~~

~~All insurance policies required by this Contract including Workers Compensation shall waive all rights of subrogation against the County of Orange, its 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~~

~~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.~~

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:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
<u>Commercial General Liability</u>	<u>\$1,000,000 per occurrence</u>
	<u>\$2,000,000 aggregate</u>
<u>Automobile Liability including coverage for County Owned Vehicles Operated by LAZ</u>	<u>\$1,000,000 per occurrence</u>
<u>Workers Compensation</u>	<u>Statutory</u>
<u>Employers Liability Insurance</u>	<u>\$1,000,000 per occurrence</u>

### **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.

### **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.

The Commercial 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.
- 3) The County of Orange will be the sole loss payee on the Comprehensive and Collision coverage for County owned vehicles. A Loss Payee endorsement evidencing the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.
- 4) 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.**

The policy or policies of insurance maintained by the Contractor's subcontractor performing work on County owned vehicles shall provide the minimum limits and coverage as set forth below and comply with the Qualified Insurer A. M. Best requirement of A-/VIII:

<b>Coverage</b>	<b>Minimum Limits</b>
Garage Liability Policy with Symbol	\$1,000,000 per occurrence
29 (Non-Owned Autos)	\$2,000,000 aggregate
Garagekeepers Legal Liability	\$250,000 per occurrence
with Direct Primary Coverage	\$500,000 aggregate
Including On-Hook Coverage	\$50,000 per vehicle
(Required if towing is involved)	
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Garage Liability Policy shall be written on Insurance Services Office (ISO) form CA 99 37 13, or a substitute form providing liability coverage at least as broad. Coverage shall apply on a Direct Primary basis and include Comprehensive and Collision coverage for County-Owned vehicles.

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.

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.

**16.P. Changes**

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

**17.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.

**18.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.

**19.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.

**20.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.

**21.U. Freight**

Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

**22.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.

**23.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.

**24.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.

**25.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.

#### **26.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.

#### **27.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.

#### **28.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.

#### **29.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 goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

**2. Term of Contract**

~~This Contract shall be effective August 28, 2020 through and including August 27, 2021 upon execution of all necessary signatures unless otherwise terminated by County.~~

Contract shall be extended effective August 28, 2021, through December 31, 2021, unless otherwise terminated herein.

**3. Renewable Annually with Concurrence**

The Contract may not be renewed.

**4. Contract Amount Not to Exceed**

Contract Amount not to exceed ~~\$50,000.00~~\$75,000.00

**5. 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.

**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:

Terminate the Contract immediately, pursuant to Section K herein;

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;

Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

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.

#### **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:

- ~~A-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).
- ~~B-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.
- ~~C-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 Expense**

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service.

#### **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. County Branding Requirement – Publicity, Literature, Advertisements and Social Media**

- ~~1-A.~~ County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial



advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.

**2.B.** Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:

1. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Administrator/assigned Deputy Purchasing Agent;
2. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:

~~1.a.~~ any commercial product or service; and,

~~2.b.~~ any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,

If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

## **21. County Of Orange Local Small Business Preference Requirements**

Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

## **22. 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.

## **23. 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.

## **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 - Vehicles**

The Contract will be awarded based on the entire order being received within the calendar days quoted herein. The County will inspect the vehicle(s) upon receipt, if possible, or within a short time after receipt. The Contractor will be notified of any discrepancies in options or of any unsatisfactory conditions upon completion of the inspection. Specific remedial action will be discussed and agreed upon between the Deputy Purchasing Agent and the Contractor.

**26. 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.

**27. 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.

**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. Emergency/Declared Disaster Requirements**

In the event JWA experiences or is situated within or proximate to a federal, State, or locally declared emergency or disaster area, this Contract may be subject to unusual usage. Contractor shall perform during such an emergency or disaster under the same terms and conditions that normally apply. All pricing of the goods/services shall remain unchanged regardless of exigent circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of applicable invoice(s) for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or disaster shall not be permitted. In the event of an emergency or 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.

**30. 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.

**31. Equipment – Engineering Changes**

Engineering changes determined applicable by the Contractor will be controlled and installed by the Contractor on equipment covered by this contract. The County may elect to have only mandatory changes, as determined by the Contractor, installed on machines so designated. A written notice of this election must be provided to the Contractor for written confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the County and the Contractor. The Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to non-installation of applicable engineering changes after the Contractor has made a reasonable effort to secure time to install such changes.

**32. Equipment - Maintenance**

If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

**33. Equipment Maintenance Service - Parts**

Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the Contractor under this contract. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

**34. Equipment Maintenance Service – Unsatisfactory Service**

The agency/department having control of the equipment shall notify the assigned Deputy Purchasing Agent in writing of unsatisfactory service.

**35. Equipment Maintenance Service – Accessories**

Under no circumstances will additional accessories be construed as maintenance or replacement parts. Additional accessories are not authorized under this Contract.

**36. 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.

**37. Forced/Convict/Indentured Labor**

In accordance with Public Contract Code Section 6108, the Contractor warrants that no foreign-made equipment, materials, or supplies furnished to the County pursuant to this Contract are produced in whole or in part by forced, convict or indentured labor.

**38. Faithful Performance Bond**

CONTRACTOR will provide to COUNTY a Faithful Performance Bond in an amount equal to twenty-five percent (25%) the annual CONTRACT amount. Bonds must be submitted to COUNTY on COUNTY provided forms within seven (7) calendar days of award notification and prior to the official CONTRACT award. Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase the required bond at CONTRACTOR's expense and to deposit with COUNTY the required bond necessary to satisfy COUNTY requirements and to keep such bond on deposit with COUNTY during the entire term of this CONTRACT. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to the COUNTY Offices of County Counsel and Risk Management and in accordance with the General Conditions.

If any surety upon any bond furnished in connection with this CONTRACT becomes unacceptable to COUNTY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by COUNTY, CONTRACTOR shall promptly furnish such additional security as may be required by COUNTY from time to time to protect the interests of the COUNTY and of persons supplying labor or materials in the prosecution of the work contemplated by this CONTRACT.

COUNTY shall return bonds to CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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.

**45. 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.

**46. 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.

**47. 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/Business Development  
Attention: Evanna Barbic  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: 949-252-5232  
Email: ebarbic@ocair.com

JWA/Operations  
Attention: Scott Hagen  
18601 Airport Way, Ste 41  
Santa Ana, CA 92707-5200  
Phone: 949-252-5241  
Email: shagen@ocair.com

cc: JWA/Procurement  
Attention: Thang Bernard, DPA  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: 949-252-6074  
Email: tbernard@ocair.com

Contractor: LAZ Karp Associates, LLC  
dba LAZ Parking California, LLC  
Attn: Kendra Petty, Executive Vice President,  
Airport Division  
3090 Bristol St., Suite 120  
Costa mesa, CA 92626  
Phone: 213-713-2055  
Email: kpetty@lazparking.com



**48. OEM Equipment Maintenance Standard**

The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components will be OEM components. At the termination of the Contract the Contractor guarantees that equipment will meet OEM equipment certification standards.

**49. Order Dates**

Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.

**50. 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.

**51. 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.

**52. Publication**

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.

**53. Price Increase/Decrease**

No price increases will be permitted. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

**54. 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.

**55. 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.

**56. 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.

**57. Regional Cooperative Agreement (RCA)**

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.

**58. 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.

**59. 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.

**1. Equal Employment Opportunity****60. Equipment Maintenance Service**

Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at

no extra charge. The Contractor shall list any parts that are not considered part of this equipment maintenance Contract.

### **61. Royalties**

The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.

### **62. 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.

Contractor is to provide live event services including but not limited to labor, tools, and equipment required for recorded audio, video and sound reinforcement for John Wayne Airport for various scheduled and non-scheduled meetings and events.

### **63. 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.

### **64. Stop Work**

The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

- 1. Cancel the stop work order; or
- 2. Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

- A.1. The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
- B.2. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

#### **65. 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.

#### **66. Substitutions**

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

#### **67. Taxpayer ID Number**

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

#### **68. 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.

#### **69. 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.

#### **70. 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.

#### **71. Working Days**

Contractor agrees to commence construction of the work provided for herein within sixty calendar days after receipt of a Notice to Proceed issued by County; Contractor shall notify County at least five (5)

working days in advance of starting work and agrees to continue construction work in a due and diligent workmanlike manner without interruption, and to complete construction thereof within.

**60 Calendar Days**

From the date of commencement of work. Contractor's notice to County shall specify the commencement of work date and that date shall be used to complete the Contract completion date. Contractor may perform mobilization work prior to the commencement of work date. In the event that Contractor commences any other work prior to the date specified in the notice to County, that earlier date shall be used to compute the Contract completion date.

With the consent of County and the submission and approval of all the following documents: bonds, insurance certificates; and issued Contract; Contractor may commence work prior to issuance of Notice to Proceed. If consent is granted, Contract completion date, as computed per the preceding paragraph, shall remain unchanged.

**Signature Page**

*In Witness Whereof*, Parties hereto have executed this Contract on the dates shown below their respective signatures below.

**LAZ Parking California, LLC \*:**

Signature	Name	Title	Date
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Signature	Name	Title	Date
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*\*If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:*

*The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.*

*The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**County Authorized Signature:**

Deputy Purchasing Agent

Signature	Name	Title	Date
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## Attachment A Scope of Work

### Project Description

Contractor shall provide labor, materials, tools, equipment and all parts necessary to perform maintenance, repair, and support services to shuttle vehicles located at John Wayne Airport.

### Contractor Requirements

- ~~1.a.~~ Service or work performed in accordance with the Project Manager or designee.
- ~~2.b.~~ Repair vehicles to their original condition or better.
- ~~3.c.~~ Report issues or findings.
- ~~4.d.~~ Perform services, work and repair in accordance to city, county, state and federal laws and regulations.
- ~~5.e.~~ Repairs shall comply with the Automotive Repair Act and should be used with the laws and regulations relating to Automotive Repair Dealers.
- ~~6.f.~~ Repairs shall comply with the vehicle manufacturer specifications.

### Shuttle Maintenance Services (monthly)

Contractor shall provide maintenance and repairs to John Wayne Airport (JWA) for two shuttle vehicles owned by the Airport.

- Preventative Maintenance Inspections (services performed by Penske, reference Attachment C and Attachment D)
- DOT File Record Upkeep
- 45 Day Inspections
- CHP / DOT Inspections
- Fueling Labor
- LAZ Fee Management Fee
- Vehicle Insurance

JWA Responsible For:

- Vehicle Registration
- ~~Vehicle Insurance~~
- Cost of Fuel \*
- Maintenance Costs \*

### Repair (as needed)

- ~~1.a.~~ Upon County request, Contractor shall submit supplemental proposals for additional repair & work, not included under the fixed price monthly maintenance portion of this contract.
- ~~2.b.~~ County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional services and to utilize the data provided under this contract relative to necessary materials and repairs.
- ~~3.c.~~ If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period. In such cases the contract may be adjusted accordingly.
- ~~4.d.~~ Upon completion of any additional repair & work, whether by Contractor or an alternative source, County's project coordinator and Contractor will inspect the finished product at no additional cost

to County. Upon mutual acceptance of the additional repair & work, Contractor shall again be responsible for all equipment originally covered under this contract and the work performed under this section.

### Support Services (as needed)

Shuttle Driver:

- ~~1.a.~~ Upon County request, Contractor shall make available driver to perform driving duties as needed by JWA.
- ~~2.b.~~ Driving duties include routes onsite at JWA or routes to offsite locations.
- ~~3.c.~~ Contractor shall continue to provide services to all shuttles not affected by work provided by the alternate source.
- ~~4.d.~~ ~~Current class B license.~~ A valid Class B California Driver's License.
- ~~e.~~ A good driving record, as defined in writing by Contractor. Such definition shall exclude any history of driving while under the influence of alcohol or other drugs, and shall include, but not be limited to, the acceptable frequency and number of moving violation, and his/her ability to document use of a County Vehicle by maintaining the Log described in Vehicle Log paragraph below.
- ~~f.~~ Any person(s) regularly assigned to operate a County Vehicle shall possess:
  - ~~a.~~ Knowledge of basic vehicle maintenance;
  - ~~b.~~ Knowledge of Orange County streets and freeways.
- ~~5.g.~~ Arrive within two hours of notification from JWA.
- ~~6.h.~~ Service or work requiring commercial ramp access, Contractor must be escorted by JWA employee at all times while on the ramp (AOA).

### County Vehicle

- ~~•~~ Contractor shall obtain, pay for, and maintain in full force and effect throughout the term of this contract, automobile insurance which covers each County Vehicle in accordance with the Indemnification and Insurance paragraph of this agreement.
- ~~•~~ Upon the request of JWA, whether verbal or in writing, Contractor shall, without notice, immediately provide JWA with the current location of each County Vehicle provided by County.
- ~~•~~ At is sole discretion, JWA may at any time require the return of any County Vehicle provided to Contractor. Further, it is understood by the parties that any County Vehicles are to be surrendered immediately an in good working order and condition to County upon termination of this agreement.

### Operation Manual

- ~~•~~ Contractor shall maintain a current operation manual specifying the operating procedures to be followed by Contractor for the County vehicles. Contractor shall provide an operation manual to County Project Manager for approval within 14 days after award of Contract. Upon County Project Managers's approval, two copies of the operation manual will be provided to County Project Manager. Any subsequent changes or revisions to the operation manual shall be approved in writing by County Project Manager prior to implementation. Contractor agrees to a deduction from fee payment of \$100 per day for every day the Operation Manual is submitted after the aforementioned required timeframe.

- Said operation manual and the operating procedures contained therein are hereby incorporated into and included as part of this Contract. Contractor agrees to operate the County vehicles in compliance with the provisions of the operation manual.
- The manual should be as specific and detailed as possible in describing Contractor's operation of the County vehicles. The following elements shall be included in the Operation Manual:
  - Introduction and Purpose
  - Contact Information
  - Company Management
  - Project Manager
  - Shift Supervisors
  - Customer Relations
  - Emergency Management
  - Resolving passenger complaints
  - Handling of shuttle incidents / claims
  - Maintenance Procedures
  - Facilities
  - Shuttles
  - Personnel
  - Dress and conduct codes
  - Policy for absences and providing replacement personnel
  - Time card procedures
  - Invoice and Audit Procedures
- Manual shall include sample reporting forms such as billing reports, daily passenger counts, drivers' logs, etc.

#### Use of County Vehicle

- Contractor shall require each person employed by the Contractor to provide the services set forth in this agreement to read the rules and regulation for use of the County Vehicle, attached hereto as Exhibit I, and the Contractor's shuttle operations and procedures manual. In addition, employees authorized by Contractor to drive the County Vehicle and their supervisor shall discuss these rules, regulations, and procedures. The supervisor shall reasonably ascertain that employees understand their responsibilities before the employees operate the County Vehicle.
- Contractor shall place and maintain a copy of these rules and regulations together with a proof of insurance in each County Vehicle in possession of Contractor.
- Contractor shall use a County Vehicle only for official County business. Contractor shall use a County Vehicle only to provide the services set forth in the Support Services paragraph to the agreement and shall operate any County Vehicle in a courteous, reasonable and prudent manner, and in accordance with all applicable state and local laws, ordinances, and regulations. County Vehicles shall not be operated outside the County of Orange unless specifically authorized, in writing, by JWA.
- Operators and occupants of any County Vehicle shall use the seat belts and shoulder harnesses with which the County Vehicle is equipped.
- Exterior/Interior of Vehicle – Contractor shall not under any circumstances, modify the exterior or interior of any County Vehicle in any way from the condition in which it was received, including the addition or removal of any equipment, and the painting of any numerals, letters or logos on the vehicle unless authorized by County Project Manager.

**Vehicle Log**

Contractor shall maintain within each County Vehicle, a shuttle driver report, herein referred to as the "Log". The Log shall be maintained by the vehicle operator and include, at a minimum, the following information:

- Date
- Name of driver
- Shift. start and end time
- Vehicle identification number
- Verification of shuttle inspection performed
- Number of passengers boarding per hour by location
- Period when shuttle was removed from service
- Starting/Ending mileage
- Driver's signature and supervisors initials

**Parking and Storage**

- Each County Vehicle, when left unattended, shall be locked with the brakes set. When not in use and whenever possible, each County Vehicle shall be stored and garaged off the street in a secure area. Contractor shall, at all times, take all reasonable and prudent steps to safeguard each County Vehicle and minimize exposure of the County Vehicle to damage, misuse, theft or vandalism.
- The operator of a County Vehicle shall ensure the use of Compressed Natural GAS (CNG) and original equipment manufacturers required oil (OEM). Contractor shall maintain records of all maintenance and repairs with OEM parts for each County Vehicle, and the costs of CNG, oil, and parts.

**Safe and Clean Condition**

- All equipment shall, during the term hereof, be maintained by Contractor in good order and repair, in strict conformity with all requirements of the law, and in a manner satisfactory to County Project Manager. Contractor shall keep shuttle maintenance records as required by law on each shuttle operated at the Airport. Said maintenance records shall be subject to inspection or audit by County.
- Before conducting the requested shuttle services, shuttle drivers shall pick up all debris, newspapers and other items left behind, immediately clean any areas in which liquids have been spilled, and as needed sweep the shuttle floors, spot mop and clean windows as required.
- Contractor shall wash the exterior of shuttles, including wheels, clean all windows inside and out, including all window sills, remove gum and stains from the floor and seats, wet mop and dry the floor, spot clean and damp wipe seats, walls, doors, air conditioning modules, baggage racks and handrails, clean dashboard and vacuum carpeted areas. Contractor shall replace seats as needed. Seats with cracks, rips, or holes shall be repaired or replaced immediately.

**Reporting**

- Contractor shall provide JWA, no later than thirty (30) calendar days after the effective date of this agreement, a list of names of employees authorized to drive each County Vehicle, the location where each County Vehicle is garaged and pictures showing the front, right, left and rear sided of each County Vehicle.
- Contractor shall provide JWA, no later than thirty (30) calendar days after the effective date of this agreement, a copy of each driver's license and Department of Motor Vehicles (DMV) printout for

each employee authorized to drive each County Vehicle. The DMV printout should not be dated earlier than the effective date of this agreement.

- Contractor shall notify JWA, in writing, within twenty-four (24) hours of any changes in the list of employees authorized to drive each County Vehicle. For additions to the list of authorized drivers, Contractor shall submit a copy of the driver's license and DMV printout for each employee added. The date of the DMV printout should be no earlier than thirty (30) calendar days from the date the employee was authorized to drive each County Vehicle.
- Contractor shall submit to JWA by the tenth (10<sup>th</sup>) business day of each month, a copy of each vehicle log, as described in the Vehicle Log Paragraph above to the agreement, and copies of receipts and invoices of maintenance and repair expenses incurred for each County Vehicle during the prior month.
- Contractor shall notify JWA, in accordance with the Notices paragraph of this agreement, of any collisions or incidents involving a County Vehicle. Contractor shall investigate any damage or misuse of the County Vehicle, and shall report such damage and misuse to JWA, together with any recommendations made, and action taken, to prevent such damage or misuse in the future.

### **Collisions**

- Each County Vehicle shall be equipped, at a minimum and at all times, with a first aid kit and fire extinguisher for use in an emergency.
- Contractor shall develop and maintain procedures to be followed by the vehicle operator in case of a collision involving a County Vehicle. Procedures to be followed by the operator of a County Vehicle in the event of a collision shall include, but not be limited to:
  1. Request local Police or California Highway Patrol (CHP) to make an investigation of the collision and advise the Police or CHP if an ambulance is required or if a traffic hazard is created by the damaged vehicles.
  2. Immediately advise supervisor of any collisions and proceed as follows:
    - DO NOT discuss details of the collision or the events leading thereto with anyone other than to provide brief answers to questions asked by the investigating officer(s).
    - DO NOT argue or try to place blame for the collision.
    - DO NOT attempt to negotiate or make any promise to other parties involved.
  3. Identify oneself to other parties:
    - Show driver's license to other parties involved.
    - Provide other parties involved with Contractor's name, work telephone number, vehicle license plate number and the name of the insurance carrier providing coverage on the County Vehicle.
  4. Identify and obtain the name(s) of the driver(s) of other vehicle(s) involved through driver's license(s):
    - Inquire whether the address on the license is current.
    - Request a residential address and a business telephone number.
  5. Obtain the names(s) of any other passenger(s) in the vehicle(s) involved, the vehicle(s) license plate number and the name(s) of anyone who witnessed the collision.
  6. Reporting the Collision: Complete County of Orange Vehicle Collision Report Form (found in Exhibit I). Contractor shall prepare five (5) copies of the report, retaining one (1), and delivering the other four (4) within twenty-four (24) hours to JWA.

7. Investigation of Collision: Circumstances surrounding a collision may be investigated by local law enforcement authorities, County, County of Orange CEO/Risk Management, or the insurer representing County. Contractor and employee(s) shall cooperate with investigators representing County. Any inquiries from other sources shall be referred to the County of Orange CEO/Risk Management.

### General Requirements

1. Contractor must ensure all precautions for safety are taken.
2. Contractor vehicles parked on site are to be secure at all times.
3. Contractor tools and materials shall remain in contractor's possession at all times.
4. All materials that could inflict injury shall be continuously cleaned up as work progresses.
5. All work areas shall be clean and secured prior to the end of each work day.
6. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit the site.
7. Contractor's employees are to smoke only in designated areas.
8. Contractor's employees are not to use profanity or other inappropriate language while on site.
9. Contractor will furnish all vehicles required to transport labor, equipment and materials to job sites.
10. Contractor will advise County Project Manager or designee, in writing, of any additional maintenance or repair work necessary to maintain the safe and efficient operation.
11. All inspections shall be conducted by County's Project Manager or designee.

### Additional Scope Requirements

#### 1. General Requirements:

Contractor shall

- a. Ensure all precautions for safety are taken.
- b. Ensure all Contractor vehicles parked on site shall be secure at all times.
- c. Ensure all tools and materials shall remain in Contractor's possession at all times.
- d. Ensure all materials that could inflict injury shall be continuously cleaned up as work progresses.
- e. Furnish all vehicles required to transport equipment and materials to job site.
- Ensure all inspections shall be conducted by County's Project Manager or designee.

### Performance

Contractor shall:

- g. Furnish all materials required for completion of the work. All materials shall be new, first quality and specifically suited for the specific use.
- h. Complete all work in accordance with estimate or contact County ~~Contract coordinator~~ Project Manager for additional authorization prior to proceeding with the work when the work is estimated to exceed the original estimate by more than 10%.
- i. Complete all work within regular working hours. No overtime work shall be performed without the express authorization of County ~~Contract coordinator~~ Project Manager. Any overtime work performed without that express authorization shall only be paid at regular hourly rates.
- j. Perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- k. Identify and advise County of any additional repair or maintenance work that may be required.

### General Conditions

- l. Cooperation: Contractor personnel shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County ~~Contract coordinator~~ Project Manager unless otherwise directed and shall direct all inquiries or requests to County ~~Contract coordinator~~ Project Manager. Exception: the specific request involves public safety or security of the specific facility.



- ~~m.~~• Inspection: All work shall be subject to the inspection and approval of County ~~Contract coordinator~~Project Manager, or designee, prior to acceptance and approval for payment.
- ~~n.~~• Damages: Contractor shall repair, replace, or have the cost or repair or replacement deducted from its payments, at the discretion of County ~~Contract coordinator~~Project Manager, all damage sustained to County equipment or facilities as a result of Contractor's operations.
- ~~o.~~• Licenses/Permits: Contractor shall furnish all pertinent licenses, and permits, and/or pay fees necessary to perform the work under this contract.

**Security Requirements:**

Contractor shall

- ~~p.~~• Comply with the written schedule provided by County which shall clearly show the specific start and end times for each work day.
- ~~q.~~• Report to County ~~Contract coordinator~~Project Manager upon arrival at job site. County ~~Contract coordinator~~Project Manager shall ensure that the work area is clear and ready for work to begin.
- ~~r.~~• Follow any special security requirements issued by County ~~Contract coordinator~~Project Manager or designee.
- ~~s.~~• Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949)852-4004.
- ~~t.~~• Securely close and check all gates and doors to ensure that they are tightly closed and locked.
- ~~u.~~• Restrict all activities to the immediate work site and adjacent assigned areas.
- ~~v.~~• ~~Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.~~
- ~~w.~~• Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.
- ~~x.~~• Report immediately all lost or misplaced tools or materials to security staff, County ~~contract coordinator~~Project Manager and or designee.
- ~~y.~~• Secure all work areas prior to the end of each workday.
- ~~z.~~• Ensure Contractor personnel shall not smoke or use profanity or other inappropriate language while on site.
- ~~aa.~~• Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
- ~~bb.~~• \_\_\_\_\_ Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

**Attachment B**  
**Contractor's Pricing**

This is a fixed price and time and material Contract between County and Contractor, as set forth in Attachment "A" Scope of Work.

**Compensation**

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.**

**MAINTENANCE**

<b>Shuttle Maintenance Services</b>		
<b>Description</b>	<b>Unit</b>	<b>Rate</b>
• Preventative Maintenance Inspections	2 Vehicles	\$720 (\$360 per vehicle; provided by Penske)
• DOT File Record Upkeep	2 Vehicles	\$375
• 45 Day Inspections	2 Vehicles	\$170 (Includes coordination and completion of inspections and delivery of vehicles to Penske)
• CHP / DOT Inspections	2 Vehicles	\$95 (Includes coordination and completion of inspections)
• Fueling Labor	2 Vehicles	\$175 (CNG fuel costs not included) *
• LAZ Fee Management Fee	2 Vehicles	<del>\$465</del> <b>\$2,305.00</b>
<b>Monthly Maintenance Services Total</b>	<b>2 Vehicles</b>	<del><b>\$2,000.00</b></del> <b>\$3,840.00</b>

Airport Responsible For:

- Cost of Fuel \*
- Maintenance Costs \*

\*Contractor will pay any fueling or maintenance expenses and then submit to John Wayne Airport Project Coordinator or designee for approval and reimbursement. Reimbursement submittals will include all appropriate receipts and record of services provided.

**REPAIR**

<b>Shuttle Repair Services</b>		
<b>Description</b>	<b>Unit</b>	<b>Rate</b>
Labor Rate	Hour	\$100.00
Material Cost	Contractor's invoice cost. No mark up.	

**SUPPORT SERVICES**

Shuttle Driver		
Description	Unit	Rate
Driver	Hour	\$35.00 (4 hours min)

**Final Payment**

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and JWA issued badges are returned to Badging Office.

**Payment Terms – Payment in Arrears**

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.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

**Payment-Invoicing Instructions**

The Contractor will provide an invoice on the 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:

- ~~A~~.1. Contractor's name and address
- ~~B~~.2. Contractor's remittance address, if different from 1 above
- ~~C~~.3. Name of County Agency/Department
- ~~D~~.4. Delivery/service address
- ~~E~~.5. Master Agreement (MA) or Purchase Order (PO) number (Contract number)
- ~~F~~.6. Date of order and/or service dates
- ~~G~~.7. Product/service description, quantity, and prices
- ~~H~~.8. Sales tax, if applicable
- ~~I~~.9. Freight/delivery charges, if applicable
- ~~J~~.10. Total
- ~~K~~.11. Contractor's Federal Taxpayer Identification Number
- ~~L~~.12. Contractor's Invoice Number

Invoices and support documentation are to be forwarded to (**not both**):

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

**Or**

**Emailed to** [AccountsPayable@ocair.com](mailto:AccountsPayable@ocair.com)

**Attachment C**  
**Staffing Plan****Subcontractor(s)**

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.

<b>Subcontractor Name</b>	<b>Contact name and title</b>	<b>Contact number and email</b>	<b>Location Address</b>	<b>Division of Work or Trade</b>
Penske				

**Attachment D**

**Deliverables (attachment by reference)**

1. Penske Vehicle Maintenance Agreement – Schedule A, dated 5/4/2020