

CONTRACT MA-280-22010053
FOR
SHUTTLE SERVICES
BETWEEN
JOHN WAYNE AIRPORT
AND
LAZ PARKING CALIFORNIA, LLC

JOHN WAYNE AIRPORT
ORANGE COUNTY



**CONTRACT MA-280-22010053
WITH
LAZ PARKING CALIFORNIA, LLC
FOR
SHUTTLE SERVICES**

This Contract MA-280-22010053 for Shuttle Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”), and LAZ Parking California, LLC, with a place of business at 3090 Bristol Street, Suite 120, Costa Mesa, CA 92626 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Payment/Compensation
- Attachment C – Schedule of Deductions
- Attachment D – Staffing Plan
- Attachment E – Maps
- Attachment F – Schedules
- Exhibit I – County Vehicle Rules and Regulations

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Shuttle Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Shuttle Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing Agent or designee to enter into a Contract for Shuttle Services with the Contractor.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- DPA: County Deputy Purchasing Agent assigned to this Contract.
- Airport: John Wayne Airport (JWA), Orange County, California.
- Auditor – Controller: Auditor-Controller, County of Orange, or designee.
- Board of Supervisors: Elected (or duly appointed) members of the Board of Supervisors of the County of Orange, as governing body of the County and proprietor of the Airport through its County Project Manager, or designee, as appropriate.

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County-Owned Shuttles or County Vehicles: Shuttle Vehicles owned by the County of Orange.

County Project Manager: JWA Landside Manager of Airport Operations or designee.

FAA: Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency, as may from time to time have similar jurisdiction over Contractor or its business, and the Airport.

Hazardous Substances: Any hazardous or toxic substance, material or waste which is or shall become regulated by any government entity, including but not limited to County acting in its governmental capacity, the State of California or the United States Government.

Office Facility: Administration facility installed by Contractor as defined in Attachment A.

Operating Hours: Courtesy and Employee Shuttle Service will be required as designated on Attachment F, Schedules. Additional Shuttle coverage may be required depending on flight delays. Shuttle service shall be provided for special tours, job inspections, and special events as requested by the County Project Manager upon 24-Hour notice.

Contractor's Project Manager: Contractor's appointee to JWA and shall not serve in any other role or position in this Contract.

Contractor's Shift Supervisor: Contractor's appointee to be onsite during all shuttle operating hours for both the Courtesy and Employee Shuttle operation to exclusively manage and oversee all aspects of this Contract and to report to Contractor's Project Manager. One designated to the Courtesy and Employee Shuttle operation.

Main Street Lot: Shall mean the public parking facility located at 1512 W. Main Street in the city of Irvine, California.

Shuttle/Shuttle Vehicles: Vehicles provided by Contractor, or County-Owned Shuttles provided to Contractor, to fulfill the scope of work as defined in Attachment A, Scope of Work.

Shuttle Drivers: Shall mean personnel employed by Contractor as defined in Attachment A, Scope of Work.

Terminal: Shall mean the Thomas F. Riley Terminal and concourses at JWA (may be modified at any time during the term of this Contract).

TSA: Shall mean the Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for regulation of airport security, or any such successor agency.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on

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either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

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

enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- b. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - ix. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg.

at 74087 to 74100);

- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by

the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$10,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Employee Dishonesty*	\$100,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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, employees and agents* 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 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, employees and agents* or provide blanket coverage, which will state *As Required By Written Contract*.

The following additional insurance will be required effective January 1, 2022, if contractor operates County-Owned Shuttles:

<u>Coverage</u>	<u>Minimum Limits</u>
Automobile Liability including coverage for County-Owned Shuttles Operated by LAZ	\$10,000,000 per occurrence
Collison and Comprehensive coverage for County-Owned Shuttles operated by LAZ	Actual Cash Value

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/John Wayne Airport will be the sole loss payee on the Comprehensive and Collision coverage for County-Owned Shuttles. A Loss Payee endorsement evidencing the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

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

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

Q. **Change of Ownership, 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

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

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

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

U. **Reserved**

- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract

including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

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

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

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Shuttle 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:** The initial term of this Contract shall become effective October 1, 2021 and shall continue for one year, unless otherwise terminated as provided herein.

Contract shall be renewed commencing on October 1, 2022 and shall be effective for eighteen months, unless otherwise terminated as provided herein. Total Contract Amount not to exceed \$6,144,738.00.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional year. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **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

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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.

5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **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.
7. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.
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. **Bond Requirements:** Contractor shall furnish a Faithful Performance Bond in an amount equal to 25% of the Contract amount.
 - i. Contractor shall furnish a surety bond to guarantee faithful performance. Said bond shall be for twenty-five percent (25%) of the total contract amount. Said bond shall be submitted upon the forms provided by the County and duly executed by Contractor and a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California and registered with County. Contractor shall pay all bond premiums, costs, and incidentals.
 - ii. Said bonds shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to County Risk Management and Office of the County Counsel. Should any surety at any time be unsatisfactory to County, or should any bond become insufficient, Contractor shall be given notice to that effect. No further payment shall be deemed due or shall be made under Contract until a new surety and/or bond is furnished to the County.
10. **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:
 - 1) Terminate the Contract immediately, pursuant to Section K herein;

- 2) 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;
 - 3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - 4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
11. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
12. **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.
13. **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.
14. **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.
15. **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 five (5) 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 requires the removal of Contractor's Project Manager from providing further services under the Contract.

16. **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.

17. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility 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 (7) 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 (7) days prior to any changes in this procedure.

18. **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.

19. **Contractor's Responsibility:** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by Contractor under this Contract. Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract.

20. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

21. **County's Right to Add or Withdraw Shuttle Routes and Adjust Contractor Hours:** County reserves the right to add, change, or delete shuttle routes. Such right may be exercised by County at any time or from time to time during the term of this Contract by giving Contractor thirty (30) days' prior written notice, unless an emergency exists, in which case County shall provide verbal or written notice as soon as practicable. In the event County withdraws, closes, cancels, discontinues, relocates or terminates operation by Contractor of any of the shuttle routes, Contractor shall continue to operate those shuttle routes which remain open in accordance with the terms, conditions and covenants of this Contract. There shall be no adjustments to the hourly rate for any changes exercised under this section.

County Project Manager reserves the right to adjust the hours of operation to accommodate employee or passenger demand. Said adjustments may include, but not limited to increase or decreases in operating hours, changes in routes or portions thereof, additions to or deletions of lot areas served, increases or decreases in number of stops, shuttles, and changes in schedules. Contractor, upon written notice from County Project Manager, shall modify said schedules or procedures to the satisfaction of the County. Changes shall be billed at the vehicle hourly rate with no minimum number of hours required.

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

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.

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
4. 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:
 - a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.

26. **Duty to Inform:** Contractor shall inform all employees assigned to work at the Airport and all bargaining units representing said employees, that Contractor is the sole employer. In addition, Contractor shall notify all employees and their bargaining units that County is not an employer of Contractor and has only contracted with Contractor to provide Shuttle Services at the Airport. Employees of Contractor should not expect employment at the Airport beyond the term of this Contract.

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

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

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

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

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

29. **Environmental Indemnification:** To the fullest extent authorized by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees, from and against any and all claims, judgments, damages, penalties, fines, costs, orders, and lawsuits, arising out of Contractor’s operations at the Airport, including the cost of defense arising therefrom. Contractor’s indemnity obligations stated hereinabove also apply to those actions arising from and which involve the Contractor’s officers, agents, subcontractors, and employees. Contractor’s indemnity obligations stated hereinabove shall not apply in the event of any loss, damage, or expense arising from the sole or active negligence and/or willful misconduct of County or of County’s officers, employees, agents, servants, or independent contractors.

In the event the indemnitees described hereinabove are named as defendants of respondent in any lawsuit or administrative proceeding, Contractor shall, at the request of County, represent the indemnitee with qualified counsel that the County determines is acceptable.

In the event that a monetary judgment is awarded against County and Contractor because of the concurrent negligence of County and Contractor or their respective officers, subcontractors, or employees, an appointment of liability to pay such judgement shall be made by a court of competent jurisdiction. Both County and Contractor agree that neither party shall request a jury appointment. Nothing stated in this

Contract and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Contract. The rights and obligations set forth in this paragraph shall survive the termination of this Contract.

30. **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.
31. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

32. **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.
33. **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.

34. **Hazardous Substances:** As used herein, the term "Hazardous Substances" shall mean any hazardous or toxic substance, material, or waste, which is regulated by any environmental law and regulations of any governmental entity, including but not limited to County acting in its governmental capacity, in the State of California or the United States Government. The term "Hazardous Substances" includes without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any environmental law; (ii) petroleum or petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

Contractor shall comply with and obey all applicable federal, state, and local environmental laws and regulations. Contractor shall not place, dispose of, allow, cause, or release any Hazardous Substances within the Airport premises. Contractor shall also immediately notify County of any release, contamination, spill, or disbursement of any Hazardous Substances which the contractor has reason to believe it caused. Contractor's obligations herein shall survive the termination or expiration of this Contract.

Contractor shall bear the entire cost of removal, clean up and remediation of all Hazardous Substance contamination as a result of Contractor's operations. In addition to all other rights and remedies of County, if Contractor does not immediately clean up and remove any such hazardous substance(s) released, County may pay to have them removed, and Contractor shall reimburse County of all cost incurred by County.

35. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
36. **Inspections:** County or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provision of this Contract are being complied with.
37. **Lost & Found:** All articles found by Contractor of which are found by patrons and given to Contractor, shall be turned immediately over to the Airport Police Services as lost and found items. Contractor shall have no right to reclaim said articles. Lost and found articles while in the possession of Contractor that cannot be accounted for, will be reimbursed by Contractor to the Airport at the fair market value of the articles, as reasonably determined by the Airport, or replaced at the Contractor's sole expense.
38. **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.

39. **Noninterference:** Contractor shall cooperate with and not interfere with County's and other Contractor's use of and operations at the Airport, nor shall Contractor do anything or fail to do anything which would invalidate or conflict with any fire or other casualty insurance policies required of Contractor or County under this Contract. Contractor shall not place any ropes, barricades and/or stanchions on the public or common use areas without prior written approval of County Project Manager.
40. **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.

Contractor: LAZ Parking California, LLC
 Attn: Kendra Petty, Executive Vice President
 3090 Bristol Street, Suite 120
 Costa Mesa, CA 92626
 Phone: (213) 713-2055
 Email: KPetty@lazparking.com

County's Project Manager: JWA/Operations Administration
 Attn: Robert Holden
 18601 Airport Way
 Santa Ana, CA 92707
 Phone: (949) 252-5246
 Email: RHolden@ocair.com

cc: JWA/Procurement
 Attn: Monica Rodriguez, County DPA
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (949) 252-5240
 Email: MRodriguez@ocair.com

41. **Operating Area:** County grants to Contractor the right to use certain property hereinafter referred to as "Operating Area" shown as Main Street Parking Lot on Attachment E – Maps, which attachment is attached hereto and by reference made a part hereof.

County shall have the right to close, reassign, relocate, expand and reduce any portion of the Operating Area shown on Attachment E – Maps during the term of this Contract by providing Contractor with thirty (30) days' prior written notice, unless an emergency exists, in which case County shall provide verbal or written notice as soon as practicable. County shall make available alternative space that is reasonably comparable for Contractor's operation.

Contractor shall not make any modifications, including but not limited to, the expansion or reduction of the Operating Area without prior written approval from County Project Manager.

Contractor shall not install equipment of any kind outside the Operating Area unless authorized in writing by County Project Manager prior to installation.

County may alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances, including but not limited to, Contractor's Operating Area.

Contractor acknowledges and agrees:

- a. That County is granting to Contractor the right to use the Operating Area only.
- b. That County retains a fee ownership for federal income tax purposes in and to the Operating Area, as well as all other ownership burdens and benefits connected with such fee ownership.
- c. That Contractor has not been granted any direct or indirect right or option to purchase the Operating Area from County at any time during or after the termination of this Contract.

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

43. **Permit and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the shuttle serve as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules or regulations.

44. **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.

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

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

46. **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.
47. **Public Records:** Contractor understands that written information submitted to and/or obtained by County from Contractor related to this Contract and/or the Operating Area, either pursuant to this Contract or otherwise, may be open to inspection by the public pursuant to the California Records Act (*Government Code* §§6250, *et seq.*) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available in public.
48. **Relationship of Parties:** The relationship of the Parties hereto is that of County and Contractor, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of Contractor in the conduct of Contractor's business or otherwise, or a joint venture with Contractor; and the provisions of this Contract and the contracts relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This Contract is intended for the sole benefit of the Parties hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.
49. **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.
50. **Right to Audit/Records:**
- a. **Defined:** "Contractor's records" as referred to in this Contract shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to: records, accounts, financial transactions, books, papers, documents, recordings, notes, daily logs, supervisor reports, receipts, vouchers, memoranda, shuttle driver logs, GPS tracking system reports, time sheets, time cards or other employee time tracking methods, payroll registers, payroll records, cancelled payroll checks, employee schedules (or other means of informing employees of their work schedules), any and all other agreements, sources of information and matters that may in County's sole discretion have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract, and any other of Contractor's records which may have a bearing on matters of interest to County in connection with Contractor's dealings with County to the extent necessary to adequately permit evaluation and verification of any or all of the following:
 - i. Accuracy of amounts billed to County for services provided by Contractor.
 - ii. Compliance with any requirement in this Contract.
 - b. **Availability:** Contractor's records shall upon reasonable notice be open to inspection and subject to audit, review, and/or reproduction during normal business working hours at one location within the limits of the

County of Orange in the State of California. Such audits may be performed by County or an outside representative engaged by County.

County Project Manager, upon request of Contractor and at said County Project Manager sole discretion, may authorize records to be kept in a single location outside the limits of the County of Orange in the State of California, provided Contractor shall agree to pay all expenses including, but not limited to, transportation, food, and lodging necessary for County Project Manager or designee to audit or review Contractor's records. Said right shall not be exercised by County Project Manager more than once per calendar year.

Upon the request of County Project Manager, Contractor shall promptly provide, at Contractor's expense, necessary data to enable County to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Contract and to Contractor's use of the Airport. Such data shall include, if required, a detailed breakdown of Contractor's operations.

Contractor agrees to include a similar right for County to audit records and interview staff of any sub-contractors related to performance of this Contract.

- c. Period: County or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three (3) years after final payment or longer if permitted by law.
- d. Methodology: County or designee may, without limitation by Contractor, conduct verifications including, but not limited to, inspection of records, observation of Contractor's employees in or about the Airport Premises, and verification of information and amounts through interview and/or written communications with Contractor's employees or sub-contractors.
- e. Maintenance: Contractor shall, at all times during the term of this Contract, keep or cause to be kept true, complete records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted by the Contract.
- f. Retention: All records shall be retained by Contractor for a period of the balance of the fiscal year in which the record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this Contract expires or Contract terminated.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County.

- g. Accounting Year: Accounting year shall be twelve (12) full calendar months. Accounting year may be established by Contractor, provided Contractor notifies County Auditor-Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by County Auditor-Controller unless Auditor-Controller has objected to Contractor's selection in writing within sixty (60) days of Contractor's written notification.

In the event Contractor fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the 12-month period contained in the first one-year term of the Contract.

Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the Contract commencement is not same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the Contract unless County Auditor-Controller specifically approves in writing a different accounting year. County Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on Contractor, and not because of mere convenience or inconvenience.

- h. Audit or Review Costs: The full cost of any audit or review, as determined by County, shall be borne by County. Contractor shall bear the full cost of any audit or review, in addition to any fee deductions applied

from Attachment C – Schedule of Deductions, if any of the following conditions are found to exist as a result of the audit or review:

- i. With respect to fees due to Contractor, an overpayment of more than a one percent difference between (a) the amount due Contractor as calculated by the audit or review and (b) the amount paid by County to Contractor for the identical period determined solely by County.
 - ii. Contractor has failed to maintain adequate and complete records and accounts in accordance with this article. County Project Manager or designee shall determine the adequacy of such records.
- i. **Failure to Maintain Adequate Records:** In addition to all other remedies available to County at law or in equity or under this Contract, in the event that Contractor fails to maintain and keep records and accounts of its business operations conducted on or from the Airport and/or source documents relating thereto, or to make the same available to the Airport for audit or review, or to provide other information to the Airport regarding fees paid to Contractor, County Project Manager, at County Project Manager's sole discretion, may:
- i. Perform such inspections, audits, or reviews itself or through agents or employees as County and/or its auditors may deem appropriate to confirm the amount of fees paid to Contractor, and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to County by Contractor upon demand.
 - ii. Provide accounting services and/or a system for recording all operations by Contractor upon or from County, and, at County's option, maintain personnel on the Airport to observe and/or record such operations during Contractor's business hours.

Costs payable by Contractor pursuant to this article shall include reimbursement to County provided services at such rates as County may, from time to time, in good faith, establish for such services. In the case of services provided by County's employees, such rates shall be sufficient to reimburse County for employees' salaries, including employee taxes and benefits and County's overhead or, at County's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by County Project Manager, if engaged by County to perform such services.

51. **Reservation to County:** The Operating Area is accepted as is and where located by Contractor subject to any and all existing easements and encumbrances. County reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, storm water sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along the Operating Area or any part thereof; and to enter the Operating Area for any and all such purposes. County also reserves the right to grant franchises, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Operating Area. No right reserved by County in this article shall be so exercised as to interfere unreasonably with Contractor's operations hereunder or to impair the security of any secured creditor of Contractor.

County agrees that the rights granted to third parties by reason of this article shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. County further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Operating Areas by Contractor, Contractor shall only be entitled to a reduction in the fees payable to County during the period of interference, which shall be reduced in proportion to the interference with Operator's use of Operating Areas. Contractor shall not be entitled to any form of compensation.

52. **Rules and Regulations:** County may adopt and enforce rules and regulations which Contractor agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the FAA and TSA with respect to all operations of the Airport.

Contractor shall comply with all Airport rules and regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans, South Coast Air Quality Management District (SCAQMD) including Rule 1194, CPUS and/or Department of Transportation rules and regulations, and any shuttle licensing requirements as required by either authority.

To the fullest extent authorized by law, Contractor shall be liable to County for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon County due to Contractor's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto the Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of Contractor, its employees, subtenants, agents or suppliers.

County shall not be liable to Contractor for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall Contractor be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with Contractor's use and occupancy of the Operating Area so as to constitute a termination in whole or in part of this Contract by operation of law in accordance with the laws of the State of California.

Contractor shall immediately notify the Airport Police Services Control Center of any fire, emergency, accident, damage to County property, or reportable spill or release of fuel or Hazardous Substances. Reportable spills or releases are those that require notification to a government entity by any fire code or Environmental law as defined herein in Article 33 – Hazardous Conditions.

53. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
54. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
55. **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:

Cancel the stop work order; or 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:

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

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.

56. **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.

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

58. **Taxes and Assessments:** This Contract may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Operating Area or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of Contractor, and Contractor shall cause said taxes and assessments to be paid promptly.

59. **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.
60. **Unlawful Use:** Contractor agrees no improvements shall be erected, placed upon, operated, nor maintained with the Airport, nor any business conducted or carried on therein or there from, in violation of the terms of this Contract, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.
61. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. 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.
62. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

(signature page follows)

Signature Page

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

LAZ Parking California, LLC*

Signature	Name	Title	Date

Signature	Name	Title	Date

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

Signature	Name	Title	Date
		Deputy Purchasing Agent	

APPROVED AS TO FORM:
County Counsel

By: _____
Deputy

Name: _____

Date: _____

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

**ATTACHMENT A
SCOPE OF WORK**

- I. BACKGROUND INFORMATION:** JWA parking facilities consist of the A1 Parking Structure (approximately 1,476 parking spaces) A2 and B2 Parking Structures (approximately 4,442 parking spaces, consisting of 3,033 public spaces, 756 rental car spaces, 588 valet parking spaces, and 65 employee spaces) and C Parking Structure (Approximately 2,009 parking spaces). The A1 Parking Structure is located at the north end and C Parking Structure is located on the south end of the adjoining Thomas F. Riley Terminal. The Lower Level and Upper Level Terminal roadways run between the Easterly A2 and B2 Parking Structures, with the A1 and C Parking Structures and the Terminal on the west side.

JWA also has a remote lot, referred to as the Main Street Lot. The Main Street Lot consists of approximately 1,921 parking spaces.

Contractor will operate one service route: Main Street Lot to the Terminal (see Attachment E – Maps) or as otherwise directed by County. The round trip mileage of the Main Street route is approximately four (4) miles

Contractor will provide the Courtesy Shuttle service every day of the year without exception and the Employee shuttle service 24 hours per day, every day of the year without exception. There are six shuttle stops in the Main Street Lot. Passengers who park in the remote lot will be picked up at the shuttle stops located in the Main Street Lot and dropped off curbside on the upper roadway adjacent to all three Terminal locations. Deplaning passengers will be picked up on the lower level (Arrival Level) of the Terminal in the Ground Transportation Center (GTC) and at the Terminal C designated location (column number 13), and returned to their vehicles in the remote parking facility. Employees going to and from the Terminal will be picked up and dropped off at designated shuttle stops in the Main Street Lot and at the Terminal on both the upper and lower roadway depending on the time of the day. The JWA authorized shuttle schedule, fulfilled by the Contractor seeks to ensure that passengers will wait no longer than 15 minutes and airport employees will wait no longer than 10 minutes for a shuttle at any shuttle stop. There will be no charge by Contractor to the shuttle riders for these services.

Contractor will provide the following: (1) all Shuttle Vehicles and Shuttle Drivers required to fulfill the Scope of Work, (2) an Office Facility from which to manage the Scope of Work, and (3) a Project Manager to manage the Contract.

II. USE, RULES, REGULATIONS AND OPERATIONAL REQUIREMENTS:

- A. Prohibited Uses:** The above-listed services and uses, both required and optional, shall be the only services and uses permitted. Contractor agrees not to use the Airport for any other purpose or engage in or permit any other business activity within or from the Airport by itself, its employees, agents or Contractors. Contractor agrees not to conduct or permit to be conducted, by itself, its employees, agents or Contractors, any public or private nuisance (as defined in Section 3479 of the CIVIL CODE of the State of California) in, on or from the Airport, or to commit or permit to be committed any waste in, on or from the Airport. Contractor, its employees, agents, vendors or suppliers shall not engage in the selling or distribution of supplies, advertisements, or products of any kind or character, for or not for charge (free), on or about the Operating Area; nor install, maintain, operate or permit the installation, maintenance or operation in any publically accessible location in the Operating Area, of any vending machine or device designed to dispense or sell products or merchandise of any kind whatsoever.

- B. **Operational Requirements:** Contractor shall operate the Courtesy and Employee Shuttle Service in a competent, efficient and professional manner in accordance with the terms of this Contract, and at least comparable to other well managed operations of similar type. Contractor shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, employees, patrons, or tenants of the Airport. There will be no charge by Contractor to the traveling public or employees for these services.

In order to ensure a high level of customer service, Contractor shall comply with the following requirements:

1. **Operations**

- **Hours of Operation:** Contractor shall operate the Courtesy Shuttle Service during Airport operating hours 7 days per week, 365 days a year, without exception. Contractor shall operate the Employee Shuttle Service 24 hours per day, every day of the year, without exception.

For the Courtesy Shuttle Service, the Contractor will minimize idling at shuttle stops and limit passenger wait times at each shuttle stop to no more than 15 minutes.

Shuttles fulfilling the Employee Shuttle Schedule shall not dwell (stop, stand, wait, or park) longer than two (2) minutes at any one location, except while in the process of picking up or dropping off employees or while obeying the California Vehicle Code to limit employee wait times at each shuttle stop to no more than 10 minutes.

Shuttles dwelling in excess of this specification may be assessed penalties in accordance with Attachment C – Schedule of Deductions.

- **Delayed Flights/Special Events:** County shall notify Contractor if any flights have been diverted. If any flight has been diverted and airlines are bringing passengers to the Airport, County shall notify Contractor the number of Courtesy Shuttles that will be required to stay on duty thirty (30) minutes beyond the actual arrival of ground transportation vehicles transporting passengers to the Airport. Upon 24-hour notice, Contractor shall provide shuttle service as requested by County Project Manager for special tours, job inspections, and special events.

Any hours incurred for services provided under this section for late arriving flights and special service requests shall be billed at the hourly rate stated in Attachment B with no minimum number of hours.

- **Courtesy/Employee Shuttle Schedule:** Contractor shall operate the Courtesy/Employee Shuttle Service in accordance with the initial hours of operation approved by County Project Manager as shown on Attachment F – Schedules are attached hereto and made a part hereof. Contractor shall monitor schedule to assure adherence by drivers, and operate and manage the services and facilities offered in accordance with such approved schedule and procedures. Failure of the Contractor to operate the correct number of shuttles according to the Courtesy/Employee Shuttle Schedules may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

- Control of Shuttles: Any shuttle taken out of service by Contractor shall be reported to County Project Manager or designee, stating the reason for the service reduction and the approximate time in which full service will be restored. If for any reason, any shuttle becomes inoperable, Contractor shall replace the inoperable shuttle within one hour with an equivalent substitute shuttle to maintain the approved schedule. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.
- Hand Held Radio: Contractor shall provide the Airport Operations Division with a hand-held two-way radio to facilitate communications with shuttles when requested.
- Shuttle Route: Contractor shall provide Courtesy Shuttle service between the Terminal and the Main Street Lot and provide Employee shuttle service between the Terminal and the Main Street Lot. Contractor shall utilize routes shown on Attachment E – Maps, subject to change, attached hereto and made a part hereof or as otherwise designated by County Project Manager. Contractor's shuttles shall utilize the designated shuttle stops in the Main Street Lot, the designated drop off/pick-up areas at the curb on both the upper/lower roadway, and the designated shuttle pick up stops at the GTC and Terminal C. Deviation from the Shuttle Route is not permitted without approval from County Project Manager.
- Operational Manual: Contractor shall maintain a current operation manual specifying the operating procedures to be followed by Contractor for the Courtesy and Employee Shuttle Services. Contractor shall provide an operation manual to County Project Manager for approval within 14 days after award of Contract. Upon County Project Manager'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 Courtesy and Employee Shuttle Service 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 Courtesy and Employee Shuttle Services. 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
- **CPUC Permits:** Contractor shall possess and maintain all permits required by the California Public Utilities Commission (CPUC) for all shuttles servicing the Airport during the entire term of this Contract.

2. **Administration**

- **Reports:** Contractor shall provide the following reports on a monthly basis and in a format acceptable to County Project Manager:
 - **Passenger Statistics:** On or before the 15th day following the end of the month, Contractor shall submit to County Project Manager a report which includes a daily count, based upon pick up points, with hourly counts, daily totals in a format acceptable to County, of all passenger and employees transported in the shuttles during the prior month.
 - **Passenger Complaint and Resolution:** On or before the 15th day following the month ended, Contractor shall submit a monthly report to County Project Manager summarizing service complaints, property damage complaints or any other complaints received during the preceding month as well as the resolution, if known, of such matters.

Failure to provide accurate and complete reports in a format acceptable to County Project Manager within the time frame required may result in deduction from fee payments, as specified in Attachment C – Schedule of Deductions.
- **Employee Eligibility on Other Contracts:** Employees providing services under this Contract, whether billable or not to County, shall not be eligible to work under any other concurrent Airport Contract without prior approval from County Project Manager or designee. Any time billed to County in violation of requirements of this subsection may be classified as unsubstantiated or unauthorized and is subject to full deduction from fee paid to Contractor.
- **Timekeeping System:** Contractor shall utilize a contemporary electronic timekeeping system to collect, manage and process employee hours worked. All time recorded by employees shall be approved by their respective supervisor at the close of Contractor's payroll period and such approval recorded electronically in the timekeeping system.

In the event Contractor is operating under concurrent agreements at the Airport, Contractor shall maintain a separate employee time keeping mechanism and records for each agreement. Any time recorded and subsequently billed to County in violation of requirements of this subsection may be classified as unsubstantiated or

unauthorized and is subject to a fee deduction as set forth in Attachment C – Schedule of Deductions.

Manual timecards or any other method of handwritten timekeeping is prohibited.

The following shall apply:

- System timekeeping station for use by employees shall be permanently mounted in Contractor's on-site office facility and shall utilize either magnetic card swipe, proximity cards, or biometric/fingerprint for user identification.
 - System shall record, by unique job cost center, the role of on-duty personnel, e.g., primary driver, relief driver, project manager, supervisor, maintenance, etc.
 - System shall provide reporting on-demand of hours worked by personnel by name, date, and cost center for user selected periods.
 - System shall be capable of recording clock in, clock out, breaks, lunches, and supervisory review of any and all time entries.
 - System shall have backup or redundancy to ensure integrity of timekeeping records due to unforeseen incidents including, but not limited to, power outages or network failures.
 - System shall have adequate controls to prevent unauthorized access including, but not limited to, user IDs, passwords, and user permissions.
- Timekeeping Hierarchy: JWA shall use the monitoring system (as defined below under Monitoring Systems) as the primary means of determining accuracy of any Contractor billing and compliance with any contractual provisions. Should data from this system ever be unavailable or deemed unreliable, secondary records shall be used including the timekeeping system, AVI (automated vehicle identification) system, and/or shuttle driver reports.
 - Timekeeping Rounding: Notwithstanding the Attachment F – Schedules, all fees paid to the Contractor for hours worked will be rounded to the nearest tenth (1/10) of an hour (:00, :06, :12, :18, :24, :30, :36, :42, :48, :54) based on when Contractor is providing the required services, either at the start or end of a schedule approved by JWA. When a service is scheduled to start, time will be rounded forward to the nearest tenth of an hour, e.g., a shuttle that has a recorded start time of 1125 hours will be rounded forward to 1130 hours. When a service is scheduled to end, time will be rounded backwards to the nearest tenth of an hour, e.g., a shuttle that has a recorded end time of 1129 hours will be rounded back to 1124 hours.
 - Time Makeup: In no instance shall the Contractor bill for any time outside of Attachment F – Schedules, unless approved in writing by County Project Manager.
 - Employee Parking: Contractor's employees desiring to park their personally owned vehicles at the airport shall do so in the Main Street Lot or as designated by County Project Manager, and will be required to pay the monthly employee parking fee.

Contractor's employees who are keycard holders shall abide by all requirements of the JWA Employee Parking Policy & Procedures.

- Levying Charges Prohibited: Under no circumstances will Contractor, its drivers or employees levy charges of any kind to passengers using the Courtesy and Employee Shuttle Service; however, Contractor's employees driving for the Courtesy Shuttle Service may accept gratuities as long as they are unsolicited. Tip containers, similar devices or leaving money within view to collect or encourage gratuities is expressly prohibited. Contractor's employees driving for the Employee Shuttle Service are expressly prohibited from receiving gratuities of any kind. Gratuities are prohibited.
- Resolution Complaints: Contractor shall be required to resolve all written and oral complaints received from the public and airport employees or County to the satisfaction of County Project Manager. Contractor shall take all necessary steps to address such complaints and shall respond in writing to County Project Manager and the person filing the complaint. Contractor's response shall include any actions taken by Contractor to resolve the complaint.
- Records: It shall be Contractor's responsibility to maintain adequate records and complete County forms to support fees paid under this section.

Contractor represents and agrees that failure by Contractor to maintain records in compliance with Article "50" – Right to Audit/Records precludes Contractor from maintaining any request or claim for compensation from or against County for any time periods for which such records were not kept, and constitutes a waiver by Contractor of any such claim(s) against County for such time period(s).

- Monitoring Systems: Each shuttle must be equipped with a Global Positioning System (GPS) or similar device to allow automated tracking by County and a Closed Circuit Television (CCTV) camera system to monitor shuttle activities (as approved by the County Project Manager). Contractor is solely responsible for any and all costs of installation, maintenance, repairs, and operation of the monitoring systems.
 - a. GPS: The GPS shall be a commercially available web-based telematics application designed specifically for electronic fleet management and approved by County Project Manager. The system must be capable of recording and reporting the following at all times without exception:
 - Real time shuttle status including shuttle driver name, shuttle speed, and shuttle mileage.
 - In/out of lot times, i.e., time entering Main Street Lot/, time exiting Main Street Lot
 - Identify shuttle dispatch times.
 - Arrival/departure time on routes.
 - Shuttle location on area map.
 - Hours in service route/time.
 - Shuttle out of service times.

- Staging/dwell time in the GTC/Main Street Lot and terminal shuttle stops.
- Passenger wait times between shuttles at the GTC/Main Street Lot and terminal shuttle stops.
- Shuttle off-route alerts (gas, maintenance and/or washing), geofencing.

System shall transmit data wirelessly from shuttles to a central database. Project Manager shall have unrestricted and direct access to the GPS system from the Terminal Administration offices.

Should any shuttle's GPS fail to operate in accordance with the manufacturer's specifications, Contractor shall notify County Project Manager, within one-hour of discovery, the problem, applicable shuttle, and the estimated timeframe for repair. Failure to notify County Project Manager as required or operating a shuttle with a malfunctioning GPS may result in assessment of penalties as described in Attachment C – Schedule of Deductions. County Project Manager shall retain the right to require the applicable shuttle be placed out of service until the GPS has been repaired.

- b. CCTV: The CCTV system shall be a commercially available digital video recording (DVR) based system specifically designed for use in mass passenger transportation and approved by County Project Manager. System specifications are as follows:
- 500GB minimum DVR storage space in a shock and vibration resistant casing.
 - All data recorded shall be time/date stamped.
 - Ability to activate an event mode/full motion recording (30 frames-per-second or greater) from impact sensor or driver button.
 - Multiple resolution recording settings.
 - Audio recording synchronized with image recording.
 - Cameras shall have capture resolution of 720 x 480 or better.
 - Software allowing playback of recorded audio/video and ability to download data to alternative media or network storage.
 - Cameras, which shall be housed in low-profile, vandal-resistant housings, shall capture concurrently the following subjects: passengers, driver and driver's front view.

The system shall monitor activity whenever the shuttle is operating, recording at a slower rate during non-events and full motion during exception events designated by Contractor. County Project Manager shall have unrestricted access to the system upon demand.

Should any shuttle's CCTV monitoring system fail to operate in accordance with the manufacturer's specifications, Contractor shall notify County Project Manager, within one-hour of discovery, the problem, applicable shuttle, and the estimated timeframe for repair. Failure to notify County Project Manager as required or operating a shuttle with a malfunctioning CCTV monitoring system may result in assessment of penalties as described in Attachment C – Schedule

of Deductions. County Project Manager shall retain the right to require the applicable shuttle be placed out of service until the CCTV monitoring system has been repaired.

3. Personnel

Contractor shall be responsible for providing trained drivers and overall management staff including on-site supervision as needed, in accordance with the terms of this Contract, for operation of the Courtesy and Employee Shuttle Services.

- Contractor's Project Manager: The responsibilities of the Project Manager will be to direct Contractor's efforts in fulfilling the obligations under this Contract.

Contractor shall designate in writing to County Project Manager. Contractor's Project Manager shall be responsible for the day-to-day operation and level of general order.

Contractor's Project Manager shall be available 24 hours a day, every day of the year, via a wireless phone and must respond to any JWA call within one hour. The Manager shall be available upon 15 minutes notice during regular business hours (8am to 5pm, Monday through Friday, (Excluding County observed holidays). County may terminate Contractor per Article "K" – Termination for failure to respond within the allotted time more than three times per Contract year.

- Shift Supervisors: Contractor shall at all times maintain qualified and experienced personnel to manage and oversee Contractor's Courtesy and Employee Shuttle Service and provide a high standard of service to the passengers utilizing its services. The Shift Supervisors shall be onsite during all shuttle operating hours for both the Courtesy and Employee Shuttle operation during shuttle service operating hours, failure of the Contractor to comply with this requirement may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions. The responsibilities of the Shift Supervisors shall include, but not be limited to, managing time shuttle intervals and spacing, training employees, communicating instructions, counseling personnel, reviewing driver activity reports, preparing accurate passenger statistical reports, ensuring that service is operated in an efficient, safe, courteous and orderly manner at all times, resolving passenger complaints, ensuring the cleanliness of shuttles, notifying Contractor's maintenance shop of shuttle break downs and arranging for shuttle driver replacements. The Shift Supervisors shall report to Contractor's Project Manager.

Shift Supervisors will be available via wireless phone at all times during their schedule.

Shift Supervisors shall not provide breaks of any kind or act as a relief driver; however, they shall be available for providing temporary backup during peak passenger and Terminal Employee travel periods or when required to maintain passenger wait times.

Shift Supervisors may not co-manage or otherwise serve in any other capacity under any other agreement at the Airport, or otherwise fulfill any position of any shift either specified or not specified in the authorized shuttle schedule.

Contractor shall designate in writing to County Project Manager prior to commencement of the Contract the names of Contractor's Shift Supervisors. This list shall be updated by County Project Manager and provided to County Project Manager whenever applicable names change.

- **Shuttle Drivers:** Contractor shall employ all needed personnel to operate the Courtesy and Employee Shuttle Service. All personnel employed by Contractor as shuttle drivers must be fully qualified to operate the shuttles specified herein and must possess a valid State of California Class B Commercial Driver License with a passenger endorsement of the type required for the shuttle driven. All drivers shall be at least 18 years of age and shall be able to communicate clearly in the English language. Shuttle drivers report to the Contractor's Project Manager or Shift Supervisor.
- **Shuttle Driver Report:** Contractor shall ensure each shuttle driver operating a shuttle under the terms of this Contract shall complete a shuttle driver report at the end of his/her shift. This report shall also be maintained within each County Vehicle being used by Contractor. Said report shall be in a format acceptable to County Project Manager, and at a minimum shall include 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, periods when the shuttle was removed from service, starting/ending mileage, driver's signature and supervisor's initials. Contractor's failure to accomplish a complete shuttle driver report shall result in assessment of penalties as described in Attachment C – Schedule of Deductions.
- **Dress Code:** Contractor shall require its employees to be properly dressed at all times. Contractor shall require all employees working in view of the public, except management employees, to wear clean and neat uniforms of a design approved by County Project Manager. Acceptable uniform standards are a short-sleeved button down shirt or polo, full-length dark pants, dark shoes, lightweight jacket or sweater vest, and company-issued photo identification badge with Contractor's company and driver's name clearly visible.

Uniforms shall be worn at all times employees are on duty. When on duty, drivers shall at all times wear photographic identification badges and name plates with company and driver's name clearly visible and of a design approved by the County Project Manager.

- **Employee Conduct:** Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. It shall be the responsibility of Contractor to maintain close supervision over such officers, agents, employees and representatives to assure the rendering of a high standard of service to the traveling passengers.

Contractor shall require its attendants and employees to be, clean, courteous, efficient, and neat in appearance at all times, and shall not employ any person(s) in or about the Airport who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

While at the Airport, Contractor's employees shall comply with the standards of demeanor adopted from time to time by County Project Manager, including without limitation, no smoking or consumption of food or beverages while in view of the passengers or in a shuttle. At no time shall Contractor personnel interact with friends and family not employed at the Airport on or about any Shuttle Vehicle. Employees shall handle shuttles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating an employee shuttle (except for the device used to coordinate shuttle spacing or to call 911 or Airport Police Services); violations of this requirement may result in assessment of penalties as described in Attachment C – Schedule of Deductions.

Periodic inspections concerning the conduct, demeanor and appearance of Contractor's personnel employed in providing the Shuttle Service shall be made by County Project Manager or designee. Upon objection from County Project Manager or designee concerning the conduct, demeanor or appearance of offending officers, agents, employees or representatives whose conduct is detrimental to the best interests of the passenger, Contractor shall forthwith take all steps necessary to remove the cause of the objection, or upon request of County Project Manager, remove the employee from engaging in any responsibilities related to this Contract.

- **Driver Hiring and Training:** Contractor shall have a driver hiring and training plan in place for the Courtesy and Employee Shuttle Service. As part of the hiring process, Contractor will conduct fingerprinting and drug and alcohol testing on each candidate. Contractor will participate in the DMV Pull Notice program, and conduct drug and alcohol testing of all drivers twice each year. Any and all expenses related to providing drug and alcohol testing as required by this section shall be borne solely by the Contractor.

Contractor shall provide an employee training program to include such topics as operating the shuttle in a safe manner while observing posted speed limits and traffic laws, ADA training, displaying a positive attitude when greeting and assisting passengers, helping passengers with luggage, communicating with dispatch via radio, accurately documenting trip activities and passenger counts, and immediately reporting any customer service issues to management. Applicable personnel shall be fully trained to operate and/or fuel vehicles. In addition, Contractor will conduct on-going, regularly scheduled safety and customer service training programs.

Contractor shall require all of its drivers and shift supervisors involved in providing service, and those employees subsequently employed by Contractor, to attend a training orientation class. This orientation shall review performance standards and standard operating procedures, including customer service and shuttle inspection procedures.

- **Vehicle Incident:** Individuals will be tested for drugs and alcohol after a shuttle incident involving the driver. An incident shall be defined as the collision with another vehicle, pedestrian, building, stationary or moving object, regardless of the amount of damage. All expenses related to providing drug and alcohol testing as required by this section shall be borne solely by the Contractor. Failure of any Contractor's staff to pass the required drug test at the time of the vehicle incident

shall be immediately removed from this Contract and Contractor shall be assessed penalties in accordance with Attachment C – Schedule of Deductions.

- **Staffing Plan:** County Project Manager reserves the right to approve and/or amend any staffing plan implemented by Contractor to comply with the terms and conditions of this Contract.

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 Shuttle, including County-Owned Shuttles, the location where each shuttle is garaged and pictures showing the front, right, left and rear sided of each shuttle.

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 shuttle, including County-Owned Shuttles. The DMV printout should not be dated earlier than the effective date of this agreement.

In the event of an absence by an employee or an unforeseen increase in demand for shuttle services, Contractor shall provide additional employees and shuttles within a time period not to exceed one hour.

4. **Shuttles**

1. **Minimum Number of Shuttles:**

- a. **Main Street Route:** Ten (10) total shuttles, Eight (8) shuttles, purchased/leased specifically for this Contract, will be required for the operation of the Courtesy Shuttle Service and Employee Shuttle Services; Eight (8) shuttles will be operated during peak periods, with two (2) shuttles (Owned by JWA) reserved for back-up and special request usage per Delayed Flights/Special Events instructions. All shall be California Air Resources Board (CARB) certified Ultra-Low-Emission Vehicle (ULEV), Super-Ultra-Low Emissions Vehicle (SULEV), or Zero-Emission Vehicle (ZEV).

Failure of the Contractor to: (1) procure required Shuttle Vehicles within the specified timeframes or (2) operate the required Shuttle Vehicles, may result in termination of Contract in accordance with Article K of the General Terms & Conditions or assessment of penalties in accordance with Attachment C – Schedule of Deductions.

2. **ADA Compliance:** All shuttles must comply with any and all regulations in the Americans with Disabilities Act of 1990 (ADA).
3. **Exclusive Use for Airport:** Shuttles designated for this operation are to serve only customers and employees assigned to work at the Airport and may not be used by Contractor for any other business purpose which is unrelated to its Airport operation unless express written permission is granted by County Project Manager. Contractor's shuttles may be stored overnight in the Main Street Lot subject to

approval of County Project Manager. Security of said shuttles shall be the sole responsibility of Contractor.

4. **Shuttle Requirements:** Shuttles specified in this section shall be operated, serviced, and maintained by Contractor in strict conformity with all applicable laws, rules and regulations, including but not limited to the SCAQMD, ADA, and with the provisions contained in this Contract. All shuttles may be owned, leased, or rented, but shall be licensed and registered in a manner consistent with the Vehicle Code of the State of California.

Each shuttle shall display signage approved by County Project Manager, in a manner which readily identifies the shuttle as a John Wayne Airport Courtesy or Employee Shuttle, and is to be numbered or marked on each shuttle's exterior and interior for identification purposes. No signs, advertisements or displays of any nature whatsoever shall be placed in or on said shuttles by Contractor without the express written consent of the County Project Manager. Contractor's shuttles shall have a "No Smoking" sign positioned so that it faces the passenger section of the shuttle. Smoking shall not be permitted at any time in said shuttles.

Main Street Shuttles must have adequate space to carry passengers and their luggage, including a luggage rack, and shall be fully equipped with comfortable seats, handrails, heating and air-conditioning systems and all safety equipment necessary for compliance with applicable local, state and federal regulations. Employee Shuttles must have adequate space to carry passengers, including standing passengers during peak periods, and shall be fully equipped with comfortable seats, handrails, ceiling grab rails, grab rails on all seat backs, heating and air-conditioning systems and all safety equipment necessary for compliance with applicable local, state and federal regulations. Shuttle radios shall be tuned to an appropriate station, with the volume set a level not offensive to listeners, subject to review and approval by County Project Manager.

Shuttles shall be equipped with radios or other communication devices that enable drivers and Contractor to be in communication with each other. County reserves the right to affix transponders or similar device to Contractor's shuttles to monitor circulation of said shuttles. The Airport may charge a security deposit to cover the replacement cost should any device be lost, stolen, or damaged.

It is the responsibility of Contractor to purchase all required gate remotes for lot access.

5. **Minimum Shuttle Specifications:** Contractor will be responsible for the cost of obtaining and equipping Shuttle Vehicles with the following minimum specifications:
- White in color.
 - Maximum length of each Main Street shuttle: 25' or less.
 - Shuttle configuration for Main Street shall be perimeter seating, and shall seat a minimum of fourteen (14) passengers, plus the driver.

- Main Street shuttles shall have an Interior Luggage rack.
- Passenger seating for Main Street shuttle should consist of upholstery and be scotch guarded. All passenger seating shall be equipped with under seat retracting seat belts.
- Maximum length of each Employee Shuttle: 33' or less.
- Shuttle configuration for Employee Shuttle shall be front-facing seating, and shall seat a minimum of twenty-eight (28) passengers, plus the driver.
- Employee Shuttles shall have ceiling grab rails and grab rails on all seat backs.
- Passenger seating for the Employee Shuttle shall be mid high seats with leather or vinyl or plastic. Upholstery is not allowed. All passenger seating shall be equipped with under seat retracting seat belts.
- Shuttles must meet ADA regulations with a rear wheelchair lift capable of accommodating a wheelchair position. Wheelchair lifts shall be equipped with a vinyl cover. Wheelchair restraints shall be of self-retracting type.
- Shuttles shall be equipped with a #10 fire extinguisher, safety triangles, blood borne pathogen kit, and a 24-count first aid kit.
- Antilock Brake System (ABS).
- JWA Logo and the words "Employee Shuttle" or "Main Street Shuttle" graphic displayed on all four sides of the eight (8) dedicated shuttles in blue lettering. Lettering on the sides of the shuttle will be larger than the lettering on the front and back of the shuttle. A Main Street Shuttle and an Employee Shuttle sign shall also be displayed on the interior of each shuttle. A customer service/comment/complaint sign, in a format acceptable by the County Project Manager, with contact phone number shall be displayed on the interior of each shuttle.
- Shuttles to have a lighted front destination sign.
- Shuttles are to be subsequently numbered (1 to 8) on the shuttle's exterior. The shuttle number will also be displayed on the shuttle's interior.
- Climate control system including air conditioning and heating as appropriate for the size of the shuttle.
- Grey covered rubber flooring with ribbed aisle.
- Interior LED Door lights.
- Shuttle to be equipped with exterior LED lighting.
- Shuttles to have battery tray with battery shutoff switch.
- Shuttles to be Altoona tested – seven (7) years/200,000 miles.
- Shuttles to have emergency roof exit.
- White step nosing and white stand behind line.
- AM-FM radio/C/PA with interior and exterior speaker.

- Fuel system shall meet all NEPA, DOT, FMVSS, rules, recommendations and regulations that apply at the time of delivery.
 - On-board web-based GPS as described in Attachment A, Monitoring Systems.
 - CCTV as described in Attachment A, Monitoring Systems.
 - Failure of the Contractor to procure Shuttle Vehicles in accordance with minimum shuttle specifications may result in termination of this contract in accordance with Article K of the General Terms and Conditions.
6. Shuttle Maintenance and Inspection: Contractor shall fuel, maintain, service and clean all shuttles including two shuttles owned by JWA commencing January 1, 2022, and all costs of same shall be borne by Contractor and included in the hourly operating rate specified in Attachment B – Payment/Compensation. In addition, Contractor shall provide all labor, materials and supplies required to clean the shuttles. Any time dedicated to the above activities shall not be billed to nor paid by County.
- a. 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.

Each day, shuttle drivers shall continuously pick up all debris, newspapers and other items left behind, immediately clean any areas in which liquids have been spilled, and several times a day or as needed sweep the shuttle floors, spot mop and clean windows as required.

Twice weekly, 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.

- b. Shuttle Cleaning Log: Contractor shall maintain a shuttle cleaning log documenting the completion of each of the aforementioned tasks for each shuttle.

County Project Manager will conduct periodic inspections to ensure compliance with all maintenance and cleaning requirements specified in this Contract and any shuttle determined by County Project Manager not to be acceptable will be removed from service by Contractor and all deficiencies corrected immediately. Failure of the Contractor to maintain shuttle cleaning logs as required may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

- c. Repair: Repair and maintenance including washing of shuttles shall not be performed on or about the Operating Area unless approved by the County Project Manager in writing.
- d. Driver Inspections: During operation on each shift, drivers shall make inspections of shuttle interiors and note and report any projecting metal, loose trim strips or damaged floor tread which may present a safety hazard to passengers.
- e. CHP Inspections: Upon inspection of Contractor's courtesy and employee shuttle(s) by the California Highway Patrol (CHP), Contractor shall provide County with a copy of each CHP vehicle inspection report. Any shuttle cited for having unsafe operating equipment shall be immediately removed from service until all deficiencies have been corrected. Contractor shall replace shuttle taken out of service within one hour, with an equivalent substitute shuttle. Contractor shall review and retrain drivers on proper shuttle inspection procedures, and a copy of each CHP vehicle inspection report, retraining materials, and training sign-off sheets shall be submitted to County when completed. Failure of any shuttle to pass a CHP inspection shall result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.
7. County-Owned Shuttles: Commencing January 1, 2022 Contractor shall provide maintenance and repairs for two Shuttle Vehicles owned by the County per Attachment A. Scope of work and shall include the following:
- 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.
 - 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' 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.
- 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.
- 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 (10th) business day of each month, a copy of each Shuttle Driver Report, as described in Shuttle Driver Report section, 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.
- 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.
8. Contractor Reimbursement: In the event County terminates Contract for convenience, County shall reimburse Contractor for approved shuttle purchase expenses incurred during the term of the Contract as follows:

COMPENSATION = B divided by C multiplied by A less D.

(B/C) x A - D

A = Amount (USD) actually paid by Contractor to Shuttle Vehicle supplier for purchase of Shuttle Vehicle used in this contract.

B = Number of full months between the Contract termination date and the date the Contract would have expired by its terms if County did not exercise its right to early termination and did not opt to extend the initial Contract term.

C = Number of full months between the Contractor's shuttle purchase date and the date the Contract would have expired by its terms if County did not exercise its right to early termination and did not opt to extend the initial contract term.

D = Kelly Bluebook price or value determined by independent professional appraisal at the time of termination. County shall select either aforementioned method and if appraisal is selected, County shall identify appraiser and pay for any appraisal expenses.

Contractor shall submit to County copies of shuttle purchase agreements (or other supporting documentation approved by County) showing the Contractor's actual

purchase cost within sixty (60) days of the respective shuttle purchase date. Contractor acknowledges and agrees if Contractor fails to submit the aforementioned documentation as required, Contractor waives its right to compensation under this section. Under no circumstances shall any compensation be due to the Contractor after expiration of the initial term of this Contract or if the County terminates this Contract for cause. If the calculated compensation amount is negative, no compensation shall be due to either the County or Contractor.

C. Fee Paid to Contractor:

1. **Hourly Rate:** The Hourly Rate is an all-inclusive rate intended to cover Contractor's profit and any and all direct and indirect costs of fulfilling all elements of Contract. Items intended to be covered by the rate include, but are not limited to: management and employee salaries, overtime, bonuses, holiday/premium pay, fringe benefits, vacation and sick time, payroll taxes, legal, human resources, current or future state or federal mandated program or employee benefit, minimum wage increases, training, accounting, data processing or other administrative expenses, home and field office expenses, uniforms, Shuttle Vehicles, back-up Shuttle Vehicles, equipment for shuttles, depreciation of shuttles, fuel, extraordinary fuel increases and decreases, shuttle and office maintenance, any and all insurance, relief personnel, any and all expenses related to the operation of the GPS tracking equipment, any and all expenses related to the operation of the CCTV system, two-way radios, parking access remote controls, DMV checks, drug/alcohol testing, office facility, toilet facilities, telephone charges, wireless fees, internet service provider expenses, any office equipment, computers, monitors, copiers, overhead of any kind, and any other miscellaneous costs required to fulfill Contract.
2. **Operation Hour:** Operation hour shall mean the duration a shuttle was actually facilitating the transportation of airport customers or employees to and from the Terminal and the Main Street Lot and shall not include any time the shuttle was not in operation including, but not limited to breaks, lunches, pre-shift shuttle inspections or cleaning, training, any time it is removed from service for the purposes of maintenance, fueling, or cleaning, or any time it has left the Operating Area for any reason. Contractor shall provide Shift Supervisors as defined in this Contract and relief drivers at Contractor's sole expense.

D. SCAQMD Compliance with Fleet Rules:

In addition to the requirements imposed by County, it shall be the responsibility of Contractor to determine and comply with all applicable requirements of the SCAQMD Rule 1194 and any other applicable local, state or federal fleet rules or requirements. In the event that a requirement of Rule 1194 or other identified fleet rule or requirement is more stringent than that imposed under this contracting mechanism, then that more stringent requirement shall govern. Contractor shall be responsible for any and all necessary submittals, reviews or approvals by the SCAQMD or any other applicable local, state or federal authority.

E. Construction and Improvements:

1. **Construction and/or Alteration by County:** County may alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances, including but not limited to, Contractor's Operating Area.

2. Construction and/or Alteration by Contractor: Subject to approval of County Project Manager, Contractor, at Contractor's sole expense, shall install and maintain a maximum of one office Facility in the Main Street Parking Lot for purposes of conducting administrative duties administering the Contract and providing breaks to employees. The Office Facility shall be ready for occupancy within 60 days of the effective date of the contract. The Contractor agrees to a deduction of \$100 per day for every day the Office Facility is not available for occupancy in excess of the aforementioned timeframe requirement.

County shall only furnish an electrical supply line for the Office Facility. Contractor shall assume any and all costs associated with the Office Facility including, but not limited to, building permits, installation of any necessary telephone and utility lines, maintenance, utility costs, furniture, computer equipment, janitorial supplies, office supplies, trash, toilet supplies, and cleaning.

Contractor shall not perform any construction upon the Operating Area nor shall Contractor modify, alter or remove any permanent improvements lying within the Operating Area without prior written approval of County. Any construction, modifications, alterations or removal of any temporary or permanent improvements by Contractor shall be at Contractor's expense. The improvement plans prepared by Contractor and approved by County Project Manager prior to the execution of this Contract shall be a plan for an office Facility in the Main Street Lot. The Office Facility shall be a maximum of 14 feet wide with a length to be proposed by the Contractor. Working drawings prepared by Contractor and approved by County Project Manager during the same period shall be the plan, specifications, and time schedule for Contractor's installation of the Office Facility. Any design and construction shall conform to the plans approved by County Project Manager and/or his designee and with the Airport's construction and architectural standards.

Contractor shall not construct, maintain or allow any sign upon the office except as approved by County Project Manager. Unapproved signs, banners, flags, etc. may be removed by County Project Manager without prior notice to Contractor. A sign designating the office as the Courtesy and Employee shuttle office shall be placed on the exterior in a format as approved by County.

- **Compliance with Plans and Construction Standards**: All improvements constructed by Contractor within the Operating Area shall be constructed in strict compliance with detailed plans and specifications approved by County Project Manager. All construction shall be conducted in a good and workmanlike manner and shall conform to applicable building codes, rules, regulations and Airport's architectural standards as contained in reference document "John Wayne Airport, Architect and Engineer Guide" which can be provided by Airport upon request. All work shall be done in conformity with Airport approved plans, valid building and other necessary permits and shall be acceptable to County and the appropriate governmental entity inspecting such work. Contractor shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

All improvements constructed by Contractor, including the plans and specifications therefore, shall conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of the County and such other governmental authority as may have jurisdiction. County Project Manager's approval shall not constitute a

representation or warranty as to such conformity, which shall remain Contractor's responsibility. Contractor, at its own cost and expense, shall procure all permits necessary for such construction.

- **Consent Required from County:** No structures, improvements (whether permanent or temporary), or facilities shall be constructed, erected, altered, modified, repaired, replaced, removed or made within the Operating Area without prior written consent of County, which consent may be withheld or conditioned in County's discretion. Certain structures, improvements, facilities, repairs, replacement, removal and maintenance items may require approval by the Board of Supervisors.
 - **Insurance Requirements:** Contractor shall obtain comprehensive public liability insurance during construction. If the construction is done by an independent Contractor, insurance shall be procured by the Contractor in the name of Contractor and County. All insurance shall be in the limits and coverage acceptable to County's Risk Management Services
 - **Contractor's Cost and Expense:** All renovation, modifications, alterations, or construction by Contractor pursuant to this section shall be at Contractor's sole cost and expense. Contractor shall keep its existing or future Operating Area and the improvements constructed thereon free and clear of all liens and shall pay all costs for labor and material arising out of such construction and shall hold County harmless from any liability in respect thereto. Contractor shall have the right to contest any and all liens filed against its existing or future exclusive use area. Contractor further agrees that County shall have the right to post notices of non-responsibility as provided by Sections 3094 and 3129 of the Civil Code of the State of California.
 - **Ownership of Improvements:** Unless leased, all improvements and facilities, exclusive of trade fixtures, constructed or placed within the Operating Area by Contractor must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at County's option shall become the property of County at the expiration of this Contract or upon earlier termination hereof. County retains the right to require Contractor, at Contractor's cost, to remove any or all improvements located within the Operating Area at the expiration or termination of this Contract.
 - **Minimum Cost of Improvements:** As determined by County, the minimum cost of improvements shall be as approved by County Project Manager. The term "cost of improvements" shall mean direct construction costs, including costs paid to Contractors, architects, engineers, laborers, suppliers and building permit fees, transportation corridor fees, but not indirect costs such as financing costs, legal fees, administrative and overhead expenses, bond premiums, leasing commissions and developer fees.
3. **Contractor Reimbursement:** In the event County terminates the Contract for convenience, County shall reimburse Contractor for approved office Facility expenses incurred during the term of the Contract as follows:

$$\text{COMPENSATION} = \text{B divided by C multiplied by A}$$

$$\text{B/C x A}$$

A = Contractor's actual Operating Area improvement construction costs submitted in accordance with "Record Drawings and Construction Costs", and Mechanics Liens or Stop-Notices in this section.

B = Number of full months between the initial Contract termination date and the date the Contract would have expired by its terms if County did not exercise its right to early termination and did not opt to extend the initial Contract term.

C = Number of full months between the date Contractor completed construction of Operating Area improvements and the date the Contract would expire by its terms if County did not exercise its right to early termination and did not opt to extend the initial contract term.

Contractor shall submit to County within sixty (60) days of completion of construction of any Operating Area improvement: (1) notifications of completion of construction and (2) submit detailed supporting documentation of construction costs together with "asbuilt" record drawings in accordance with "Record Drawings and Construction Cost" in this section. Contractor acknowledges and agrees if Contractor fails to submit notifications and supporting documentation for any such Operating Area improvements as required, Contractor waives its right to compensation under this section. Under no circumstances shall any compensation be due to the Contractor after expiration of the initial term of this Contract or if the County terminates this Contract for cause.

4. Exclusive Remedy: The compensation provided pursuant to "Contractor Reimbursement" above shall be Contractor's sole and exclusive remedy and form of compensation, costs or damages, including but not limited to, the eminent domain law and inverse condemnation (California Code of Civil Procedure §§1230.010, *et seq.*), and Relocation Assistance benefits (California Government Code §§7260, *et seq.*), due to termination, re-entry or acquisition of the Operating Area by County.

Contractor agrees that exercise by County of its termination rights hereunder shall not be construed as a taking by County of any part of the Operating Area, nor of Contractor's rights under this Contract, nor shall Contractor, except as provided herein, be entitled to payment for any loss of goodwill, income, moving expenses or other amount because of partial or full termination of this Contract.

5. Contractor's Assurance of Construction Completion: Prior to commencement of construction of approved facilities Contractor shall furnish to County evidence that assures County that sufficient monies will be available to Contractor and County to complete the proposed construction. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:
- Completion Bond issued to County as obligee;
 - Irrevocable letter of credit issued to County that will remain in effect until County acknowledges satisfactory completion of construction;
 - Cash; or
 - Any combination of the above.

All bonds and letters of credit must be issued by a surety company, financial institution or advising bank qualified and admitted to do business in the State of California and issued in an approved form approved by County. All bonds and letters of credit shall insure faithful and full observance and performance by Contractor of all terms, conditions, covenants and contracts relating to the construction of improvements within the Operating Area. It is not the intent of the contracting parties herein to create a third party beneficiary, and nothing in this section shall be construed to do so.

6. Mechanics Liens or Stop-Notices: Contractor shall at all times indemnify and hold County harmless from all Mechanics Liens, Stop-Notices, claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Operating Area undertaken by Contractor, and from the cost of defending against such claims, including attorneys' fees and costs. In the event a mechanics lien or stop-notice is imposed upon the Operating Area, Contractor shall either:
- Record a valid Release of Lien, or
 - Procure and record a bond in accordance with Section 3143 of the *CALIFORNIA CIVIL CODE*, which frees the Operating Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Contractor fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the Contract shall be in default and shall be subject to immediate termination.

7. Record Drawings and Construction Costs: Within sixty (60) days following completion of any improvement within the Operating Area, Contractor shall furnish County Project Manager a complete set of reproducible, two sets of prints of "Record Drawings" and a USB flash drive containing the "Record Drawings" plans in a form usable by County, to County's satisfaction, on County's computer aided mapping and design (CAD) equipment. Basic specifications for CAD compatible plans are contained in Airport's reference document "John Wayne Airport, CAD Standards" which can be provided by Airport upon request.

In addition, Contractor shall furnish County Project Manager an itemized statement of the actual, direct construction costs of such improvement. The construction costs may include actual, direct fees paid to Contractors, architects, engineers, surveyors, laborers and suppliers, or permit fees required by governmental agencies to allow construction. Construction costs shall not include indirect costs such as financing costs, holding costs, legal fees, interest, administrative and overhead expenses, bond premiums or developer fees. The statement of cost shall be sworn to and signed by Contractor or its responsible agent under penalty of perjury. Contractor must obtain County Project Manager's approval of "Record Drawings" and the form and content of the itemized statement.

8. Damage to or Destruction of Improvements: Contractor shall be responsible for any damage caused by Contractor, or Contractor's employees or Contractors to Airport facilities, including but not limited to roadways, access roads, PARCS equipment, signs, and parking spaces. Should such damage require immediate repairs or replacement and Contractor is unable to respond immediately to complete said repairs or replacement,

County Project Manager may cause to be made or make any necessary repairs or replacements and the cost thereof shall be paid by Contractor. Said cost shall include all labor, materials, equipment and an administrative fee equal to 15% of the sum of those items. Said cost shall be paid by Contractor within fifteen (15) days of receipt of an invoice for costs from County Project Manager.

In the event of damage to or destruction of Contractor-owned or constructed buildings, facilities or improvements located within the Operating Area or in the event Contractor-owned or constructed buildings, facilities, or improvements located within the Operating Area are declared unsafe or unfit for use or occupancy by County or any other public entity with jurisdiction to make and enforce such a declaration, Contractor shall, within thirty (30) days, commence and diligently pursue completion of the repair, replacement or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Operating Area for the purposes required by the Contract.

Repair, replacement or reconstruction or improvements within the Operating Area shall be accomplished in a manner and according to plans approved by County Project Manager. Termination of this Contract shall not reduce or nullify Contractor's obligation under this section except as otherwise provided herein. With respect to damage or destruction to be repaired by County or which County elects to repair, Contractor waives and releases its rights under *CALIFORNIA CIVIL CODE* Sections 1932(2) and 1933(4).

9. Maintenance and Improvements to the Operating Area: Contractor agrees to maintain its Operating Area within the Main Street Lot in a general order that is safe, clean and sanitary, to the complete satisfaction of County Project Manager and in compliance with all applicable laws. County Project Manager shall have the right to inspect the Operating Area at any time for cleanliness and safety.

Contractor shall, to the satisfaction of County Project Manager, keep and maintain the Operating Area and all improvements of any kind which may be placed, erected, installed, or made thereon in good condition and in substantial repair. It shall be Contractor's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair.

All repairs and improvements made by Contractor to the Operating Area shall be in compliance with all current Federal, State, Local Ordinances and Building Codes and all Airport Regulations (Codes). The Codes encompass all fire, life and structural safety aspects and apply to the construction, alteration, moving, demolition, repair and use of the Operating Area. Any additions, alterations, repairs and changes of use or occupancy in the Operating Area shall comply with the provisions for new buildings and structures as set forth in the Codes. All devices or safeguards which are required by the Codes shall be maintained in conformance with the edition of the Codes under which it was installed.

Contractor shall maintain all equipment and improvements located within the Operating Area including but not limited to buildings (if applicable), trade fixtures, wiring, software and communications equipment in good condition. Contractor agrees that all equipment repairs will be conducted within four (4) hours of notification by County Project Manager or his designee unless a longer period of time is approved by the County Project Manager or designee.

If Contractor fails to maintain or make repairs or replacements as required herein, County Project Manager shall notify or attempt to notify Contractor in writing of such failure. Should Contractor fail to correct the failure within the time specified in the notice, County Project Manager may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials and equipment shall be charged to Contractor. Thereafter, an administrative fee equal to 15% of the sum of such items shall be paid by Contractor within fifteen (15) days of receipt of a statement of said cost from County Project Manager. County Project Manager may, at its option, choose other remedies available herein, or as provided by law.

Contractor expressly waives any and all claims against County for compensation for any and all loss or damage to Contractor's property sustained by reason of any defect, deficiency or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the Operating Area, except to the extent caused by County's negligence or willful misconduct.

III. GENERAL REQUIREMENTS:

- A. Contractor shall abide by all rules and regulations as mandated by the California DMV, California Department of Transportation (DOT), California Vehicle Code, Section 34520 and the Code of Federal Regulations, Title 49.
- B. 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.
- C. No guarantee is given by County regarding usage of this Contract. Estimated quantities are approximates, based upon last usage. Usage may decrease or increase at any time during the Contract term. Contractor agrees to supply services requested as needed by County, at prices listed in Attachment B "Payment/Compensation"

**ATTACHMENT B
PAYMENT/COMPENSATION**

- 1. Compensation:** This is a firm-fixed rate Contract between the County and Contractor for Shuttle Services as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

- 2. Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

DESCRIPTION	Unit	COST
(A) Courtesy/Employee Shuttle Operation Hour (including delayed flights/special events)	Hour	\$89.00
(B) Estimated number of annual hours	Hour	46,028
(C) Estimated monthly cost	Month	\$341,374.33

Total Contract Amount Not To Exceed: *~~\$4,096,492.00~~ \$1,144,738.00

Commented [RM[2]: Amend #1 – New Contract Amount

* Faithful Performance Bond for 25% of this annual amount is required

- 3. Price Increase/Decreases:** No price increases will be permitted during the first term of the Contract. 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.
- 4. Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service on County property and all Contractor personnel desiring to park at JWA shall park at the Main Street Lot and pay applicable parking fees.

6. Payment Procedure:

- a. **Payment of Fee to Contractor:** On or before the 15th day of the month, Contractor shall submit a monthly invoice to JWA/Accounts Payable. Said monthly invoice shall separately specify the hours of operation performed for the previous monthly period, defined as the first day of the calendar month through the last calendar day of the month. Operation hours submitted shall not exceed the Courtesy or Employee shuttle identified in Attachment F unless previously approved by County Project Manager.

All such invoices shall have attached thereto supporting documents compiled by Contractor enumerating operation hours itemized by vehicle identification number, shuttle fuel type, actual date of shuttle operation, hours of the day the shuttle was in operation, route driven by shuttle (Main Street), any non-operational hours or other deductions, and the resultant total billable hours. All hours reported shall be rounded in accordance with Attachment A, Scope of Work, to the nearest quarter-hour. The invoices shall be itemized and certified under penalty of perjury by a duly authorized representative of Contractor and shall be in a form of content satisfactory to County. County reserves the right to require additional substantiation of such payment request submitted including but not limited to, shuttle driver logs, employee timekeeping system records, employee work schedules, GPS tracking reports, and other timekeeping records.

Unsupported hours billed to County and paid to Contractor may be subject to assessment of penalties as described in Attachment C – Schedule of Deductions.

- b. **Right to Offset:** County Project Manager, without waiver of limitation to County's rights or remedies, reserves the right to offset fees for unsubstantiated operation hours or any item enumerated in Attachment C- Schedule of Deductions. Failure to report operation hours as set forth in herein in the Contract above may result in a deduction of fees for such period(s) containing unsupported operation hours. County will provide Contractor with written of amounts withheld.
- c. County reserves the right to impose deductions in addition to Attachment C – Schedule of Deductions based on egregious Contract deficiencies
7. **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.

8. **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.
9. **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. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

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

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

OR

Emailed to AccountsPayable@ocair.com

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

**ATTACHMENT C
SCHEDULE OF DEDUCTIONS**

In addition to the penalties and deductions set forth elsewhere in this Contract, upon review of a monthly invoice, County Project Manager reserves the right to deduct fees from the Contractor's monthly fee payment under any conditions listed below and per Attachment A –Scope of Work, Section II – Use, Rules, Regulations and Operations.

DEDUCTIONS	FREQUENCY	TOTAL PRICE
1. Use of a non-CARB certified shuttle where a CARB certified shuttle is required.	Per Day	\$1,000.00
2. Failure to pass a drug test after a vehicle incident.	Each Instance	\$1,000.00
3. Exceeding the maximum customer wait period.	Each Instance	\$100.00
4. Shuttle found stopping/standing/waiting/parking in excess of permitted timeframe.	Per Occurrence	1 hour of Shuttle rate
5. Failure to notify the Project Manager of a malfunctioning GPS or operating a shuttle with a malfunctioning GPS.	Per Shuttle/ Per Day	\$100.00
6. Failure to notify the Project Manager of a malfunctioning CCTV system or Operating a shuttle with a malfunctioning CCTV system.	Per Shuttle/ Per Day	\$100.00
7. Failure of a shuttle to pass a CHP inspection.	Each Instance	\$100.00
8. Manager or Shift supervisor not on duty at all times.	Each Hour	\$100.00
9. Contractor fails to operate the correct number of shuttles according to the courtesy/employee shuttle schedule.	Each Instance/ Per Hour	\$100.00
10. Incomplete or missing shuttle cleaning logs.	Per Occurrence	\$100.00
11. Shuttle Driver's use of any wireless communication device while operating a shuttle.	Each Instance	\$500.00
12. Incomplete or missing shuttle driver reports.	Each Instance	8 hours of Shuttle operation
13. Unsupported hours billed to JWA and paid to Contractor.	Three (3) times the amount of the unsupported operation hour	

**ATTACHMENT D
STAFFING PLAN/SUBCONTRACTOR INFORMATION**

1) **Key Personnel**

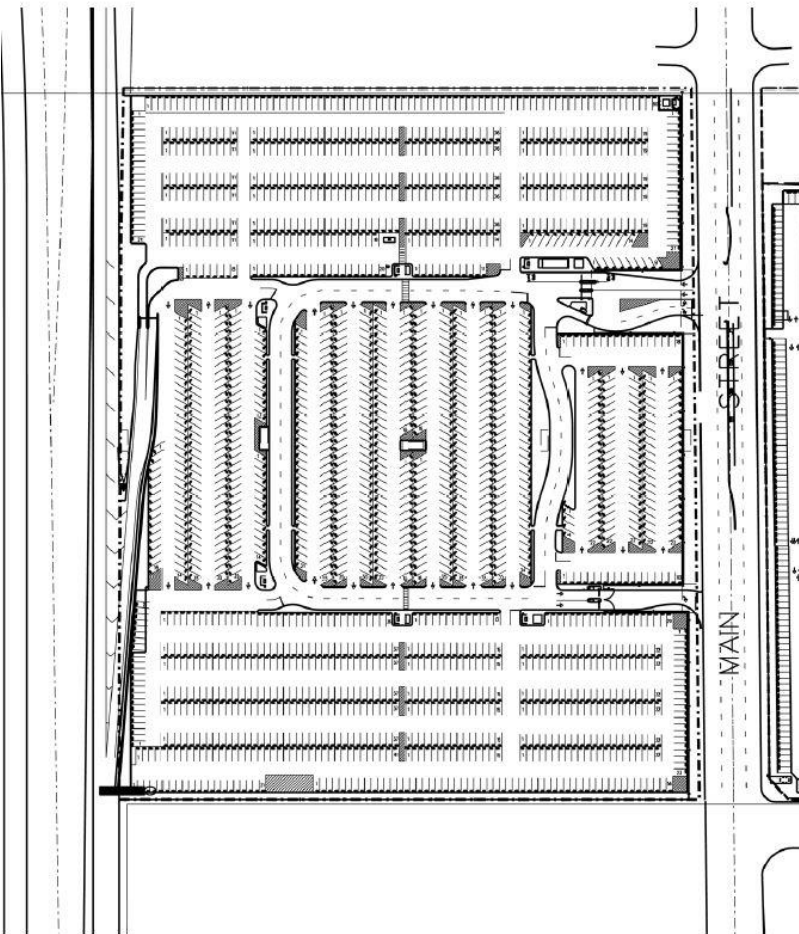
Name	Classification /Designation	Licenses/ Certifications	Years of Experience	Length of Time with Firm
Mehran Torkezadeh	General Manager		23 Years	6 Years
Marco Carrillo	Shuttle Manager		22 Years	5 Years
Ivy Wang	Reconciliation of Records & Trainer		4 Years	4 Years
Ashley Perez	Administrator		4 Years	4 Years
Cynthia Pineda	Operations Manager		11 Years	4 Years

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

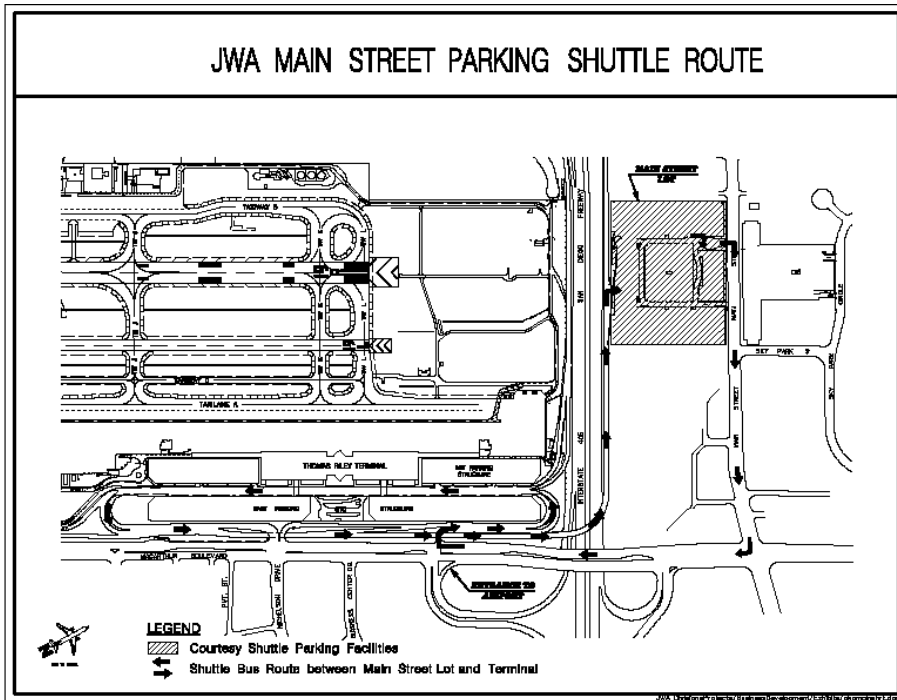
Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County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

ATTACHMENT E
MAPS

MAIN STREET PARKING LOT



MAIN STREET/TERMINAL LOCATIONS ROUTE



**ATTACHMENT F
SCHEDULES**

COURTESY SHUTTLE SCHEDULE

TIME OF DAY	AM															PM															DAILY HOURS												
	4:30	5:00	5:30	6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	NOON	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00	6:30	7:00		7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30			
	MAIN STREET ROUTE																																										
MON	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0		
TUE	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
WED	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
THU	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
FRI	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
SAT	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	38.0	
SUN	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	47.0	
WEEKLY HOURS																																								370.0			
SCHEDULE NOTES																																											
(1) Numbers show the required number of shuttles to be performing Operation Hours, as defined by Attachment A, Fee Paid to Operator, at the specified time of day.																																											
(2) Any required driver breaks/lunches and any shuttle maintenance/fueling of any kind, shall be performed in addition to the Authorized Shuttle Schedule <u>at Operator's expense.</u>																																											
(3) There are no shuttles scheduled to be in operation between midnight and 4:30AM.																																											
(4) Operator shall provide an operating schedule showing how specific staffing will be deployed to meet the requirements of the Authorized Shuttle Schedule.																																											
(5) Daily Hours and Weekly Hours represent Operation Hours as defined in Attachment A, Fee Paid to Operator.																																											

EMPLOYEE SHUTTLE SCHEDULE

Time of Day	Minimum Number of Shuttles in Operation
4:00 AM – 8:00 PM	4
8:00 PM – 11:00 PM	3
11:00 PM – 3:00 AM	2
3:00 AM – 4:00 AM	3

I. DAILY HOURS

There are 84 daily Operation Hours based upon the schedule above and as defined in Attachment A, Scope of Work. County reserves the right to change, alter, or modify this schedule in accordance with Contract Additional Terms and Conditions, Article 21.

Daily Hours	Weekly Hours
84	588

Numbers show the required numbers of shuttles to be performing Operation Hours, as defined by Attachment A, Fee Paid to Contractor, at the specified time of day.

Minimum Number of Shuttles in Operation shows the minimum required numbers of shuttles to be performing Operation Hours, as defined by Attachment A, Scope of Work, at the specified time of day. Shuttles in operation in excess of the minimum number denoted shall not be eligible for any fee paid to the Contractor. Contractor shall bear any and all expenses associated with any time a shuttle is not providing services as defined by Operation Hour in Attachment A, Scope of Work, including, but not limited to, breaks, lunches, pre-shift shuttle inspections or cleaning, training, any time it is removed from service for the purposes of maintenance, fueling, or cleaning, or any time it has left the Operating Area for any reason. Furthermore, ANY TIME A SHUTTLE IS NOT PROVIDING BILLABLE OPERATION HOUR SERVICES SHALL BE AT CONTRACTOR'S SOLE EXPENSE.

Contractor shall provide an operating schedule to County Project Manager, prior to commencement of shuttle operations, showing how specific staffing will be deployed to meet the requirements of the Employee Shuttle Schedule. Contractor may schedule shuttle driver shifts at their discretion provided the minimum number of shuttles is always in compliance.