

CONTRACT MA-280-10012781
BETWEEN
THE COUNTY OF ORANGE
AND
NORTH AMERICAN ELEVATOR SERVICES
DBA AMTECH ELEVATOR SERVICES
FOR
ELEVATOR & ESCALATOR MAINTENANCE SERVICES

THIS Agreement, hereinafter referred to as "CONTRACT" is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and North American Elevator Services, dba Amtech Elevator Services, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

RECITALS

WHEREAS, CONTRACTOR responded to an Invitation for Bid (IFB) for providing Elevator & Escalator Maintenance Services for the COUNTY; and

WHEREAS, CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and

WHEREAS, CONTRACTOR agrees to provide proposed services as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, COUNTY agrees to pay CONTRACTOR the fees as more specifically described in CONTRACTOR'S Pricing, attached hereto as Attachment B and incorporated herein;

WHEREAS, County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a CONTRACT for Elevator and Escalator Maintenance Services with the successful CONTRACTOR;

NOW THEREFORE, PARTIES mutually agree as follows:

ARTICLES

COUNTY 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 PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire CONTRACT:** This CONTRACT, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, 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 COUNTY'S Purchasing Agent or his designee.

- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of 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.
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions, or services that do not conform to the prescribed Scope of Work.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all services have actually been received to the satisfaction of COUNTY and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** CONTRACTOR expressly warrants that goods/services covered by this CONTRACT are 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 indemnities as identified in Article "P", and as more fully described in Article "P", 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 Article "P", it shall indemnify, defend and hold COUNTY and COUNTY Indemnities 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** 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 or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract 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.

In the event that CONTRACTOR is authorized by COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which COUNTY expects to receive services, COUNTY shall look to CONTRACTOR for performance and not deal directly with any subcontractor. All matters related to this CONTRACT shall be handled by CONTRACTOR with COUNTY; COUNTY will have no direct contact with the subcontractor in matters related to the performance of this CONTRACT. All work must meet the approval of COUNTY.

- 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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- 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. **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.
- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, its employees, nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform 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 CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **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 negligent performance of 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.

Insurance Provisions: Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’S expense and to deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with 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.

All insurance policies required by this CONTRACT shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by COUNTY Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate this CONTRACT.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best’s Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company’s performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and Contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers’ Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this CONTRACT shall be at least \$1,000,000 combined single limit per occurrence.

COUNTY of Orange shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by CONTRACTOR under the terms of this CONTRACT (except Worker’s Compensation/Employers’ Liability). An additional insured endorsement evidencing that COUNTY of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this CONTRACT shall be primary insurance, and any insurance maintained by COUNTY shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR’S insurance is primary and non-

contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this CONTRACT shall give COUNTY 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

All insurance policies required by this CONTRACT shall waive all rights to subrogation against the COUNTY of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

Commercial General Liability policy shall contain a severability of interests clause.

CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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

If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by John Wayne Airport (JWA)/Purchasing, or designee, 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 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.

- Q. **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 Article "P", 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.

- R. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- S. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this 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 COUNTY.
- T. **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.
- U. **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.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that goods/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 Article "P", 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.
- W. **Freight: Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** CONTRACT price, as more fully set forth in Attachment B – CONTRACTOR'S Pricing, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **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.

- BB. **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.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney’s fees, costs and expenses.
- EE. **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 has 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 of 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.
- FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** 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. 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. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Services:** This CONTRACT, including Attachments, specifies the contractual terms and conditions by which COUNTY will procure services from CONTRACTOR as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A to this CONTRACT.
2. **CONTRACT Term:** The initial term of this CONTRACT shall become effective upon execution of all necessary signatures and shall continue for three (3) years from that date unless otherwise terminated as provided herein. This CONTRACT may be renewed upon expiration of the initial terms for two (2) consecutive one-year periods, upon mutual agreement of both PARTIES. COUNTY is not obligated to give a reason if it elects not to renew. Renewal amendments may require COUNTY Board of Supervisors approval.

3. Bonds:

- a. **CONTRACTOR will provide to COUNTY a Faithful Performance Bond in an amount equal to 100% of the total annual CONTRACT price.** Bonds must be submitted to COUNTY within twelve (12) calendar days of award notification but prior to the official CONTRACT award. Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase the required bond at CONTRACTOR's expense and to deposit with COUNTY the required bond necessary to satisfy COUNTY requirements and to keep such bond on deposit with COUNTY during the entire term of this CONTRACT. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to the COUNTY Offices of COUNTY Counsel and Risk Management and in accordance with the General Conditions.
 - b. If any surety upon any bond furnished in connection with this CONTRACT becomes unacceptable to COUNTY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by COUNTY, CONTRACTOR shall promptly furnish such additional security as may be required by COUNTY from time to time to protect the interests of the COUNTY and of persons supplying labor or materials in the prosecution of the work contemplated by this CONTRACT.
 - c. COUNTY shall return bonds to CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.
4. **CONTRACTOR's License:** CONTRACTS that include requirements for installation or state "furnish and install" require that the CONTRACTOR possess a valid California State Contractor's License at the time of CONTRACT award. If sub-contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials, of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing during the term of the CONTRACT with the COUNTY shall be grounds for CONTRACT revocation.

No bid shall be considered from a CONTRACTOR who, at the time the bid is submitted, is not licensed to CONTRACT for this project in accordance with the law under provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California.

In accordance with Section 3300, Article 3, Chapter 3, of Part I of Division 2 of the Public Contract Code, CONTRACTOR shall possess at least one of the following classifications of contractor's license(s):

XXX Class C-11: Elevator Contractor License Number: C11 737286

5. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of COUNTY assigned Deputy Purchasing Agent (DPA).
6. **Amendments – Changes/Extra Work:** CONTRACTOR shall make no changes to this CONTRACT without COUNTY'S written consent. In the event that there are new or unforeseen requirements, COUNTY with 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, CONTRACTOR'S ability to deliver services, or the project schedule, CONTRACTOR shall give COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and 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 COUNTY assigned DPA, shall require the mutual

consent of all PARTIES, and may be subject to approval by COUNTY Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

7. **Airport Security:** CONTRACTOR, CONTRACTOR'S employees and CONTRACTOR'S subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.
- i. **Badge Acquisition:** Prior to issuance of a security badge(s), designated CONTRACTOR personnel who will be working on-site at John Wayne Airport (JWA) terminal, and engaged in the performance of work under this CONTRACT must pass JWA's screening requirements, which include an F.B.I. background investigation and finger printing (estimated fee is \$29.00 per person.). CONTRACTOR'S designated personnel will need to take a 4-hour SIDA training class at JWA and pass the written test (estimated fee is \$8.00 per person). CONTRACTOR shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and JWA. CONTRACTOR'S designated personnel must successfully complete the badge acquisition within 14 days of CONTRACT execution, unless other arrangements have been coordinated by COUNTY Project Coordinator or designee in writing.
 - ii. **Badge Holder Requirements and Responsibilities:** FAA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.
 - i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA CONTRACTOR, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
 - ii. JWA security badge is the property of COUNTY and must be returned upon termination of CONTRACTOR personnel employment and/or termination, expiration or completion of CONTRACT. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will be issued.
 - iii. JWA security badge is nontransferable.
 - iv. In the event that a CONTRACTOR'S badge is not returned to JWA upon termination of CONTRACTOR personnel employment and/or termination or expiration of CONTRACT, a fine of \$250.00 per badge will be charged to CONTRACTOR. CONTRACTOR'S final payment may be held by COUNTY or a deduction from CONTRACTOR'S payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
 - v. CONTRACTOR shall submit the names, addresses, and driver's license numbers for all CONTRACTOR personnel who will be engaged in work under this CONTRACT to COUNTY Project Coordinator within seven (7) days after award of the CONTRACT or within seven (7) days after the start of any new CONTRACTOR personnel and/or prior to the start of any work.

- vi. No worker shall be used in performance of this work that has not passed the background check.
8. **Breach of CONTRACT:** Failure of CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, shall constitute a material breach of this CONTRACT. In such event COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- a. Terminate CONTRACT immediately without penalty, pursuant to Article “K” – Termination herein;
 - b. Afford CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 - c. Discontinue payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach; and
 - d. Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to the above.
9. **Child Support Enforcement Requirements:** CONTRACTOR is required to comply with the child support enforcement requirements of COUNTY. Failure of CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within 60 calendar days of notice from COUNTY shall constitute grounds for termination of the CONTRACT.
10. **Conditions Affecting Work:** 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 CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. 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 COUNTY are expressly stated in the CONTRACT.
11. **Conflict of Interest – CONTRACTOR’S Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; CONTRACTOR’S employees, agents, and relatives; sub-tier contractor’s; and third parties associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.
12. **Conflict of Interest – COUNTY Personnel:** COUNTY’S Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
13. **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.

14. **Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

15. **CONTRACT Disputes:**

- a. 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 CONTRACTOR'S Project Coordinator and COUNTY'S Project Coordinator, such matter shall be brought to the attention of the COUNTY'S Purchasing Agent by way of the following process:
- i. CONTRACTOR shall submit to the agency/department assigned DPA 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 COUNTY, on its own initiative, has already rendered such a final decision.
 - ii. CONTRACTOR'S written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, 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 CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR'S failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by COUNTY'S Purchasing Agent or his designee. If COUNTY fails to render a decision within 90 days after receipt of CONTRACTOR'S demand, it shall be deemed a final decision adverse to CONTRACTOR'S contentions. COUNTY'S final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of COUNTY'S final decision or one (1) year following the accrual of the cause of action, whichever is later.

16. **CONTRACTOR'S Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on COUNTY sites during performance of work and services under this CONTRACT. COUNTY will not provide free parking for any service on COUNTY property.
17. **CONTRACTOR'S Personnel:** 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 anticipated under this CONTRACT and possess sufficient experience and/or education to perform the services requested by COUNTY. CONTRACTOR'S employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by COUNTY.

18. **CONTRACTOR'S Project Coordinator and Key Personnel:** CONTRACTOR shall appoint a Project Coordinator to direct CONTRACTOR'S efforts in fulfilling CONTRACTOR'S obligations under this CONTRACT. This Project Coordinator shall be subject to approval by COUNTY and shall not be changed without the written consent of COUNTY'S Project Coordinator, which consent shall not be unreasonably withheld.

CONTRACTOR'S Project Coordinator and personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. COUNTY'S Project Coordinator shall have the right to require the removal and replacement of CONTRACTOR'S Project Coordinator from providing services to COUNTY under this CONTRACT. COUNTY'S Project Coordinator shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within three (3) business days after written notice by COUNTY'S Project Coordinator. COUNTY'S Project Coordinator shall review and approve the appointment of the replacement for CONTRACTOR'S Project Coordinator. COUNTY is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR'S Project Coordinator from providing services to COUNTY under this CONTRACT.

19. **CONTRACTOR'S Power and Authority:** CONTRACTOR warrants that it has the full power and authority to grant the rights herein granted and will hold COUNTY hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, CONTRACTOR avers that it will not enter into any arrangement with any third party which might abridge any rights of COUNTY under this CONTRACT.
20. **CONTRACTOR'S Records:** CONTRACTOR shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by 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 COUNTY. Storage of records in another COUNTY will require written approval from COUNTY assigned DPA.
21. **CONTRACTOR'S Responsibility:** CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/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.

CONTRACTOR shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.

22. **COUNTY'S Project Coordinator:** COUNTY shall appoint a Project Coordinator, as specified in Article "42" -, to act as liaison between COUNTY and CONTRACTOR during the term of this CONTRACT. COUNTY'S Project Coordinator shall coordinate the activities of COUNTY staff assigned to work with CONTRACTOR.
23. **Default – Reprocurement Costs:** In case of default by CONTRACTOR, COUNTY may procure services from other sources. If the cost for those services is higher than under this CONTRACT, CONTRACTOR will be responsible for paying COUNTY the difference between CONTRACT cost and price paid, and COUNTY may deduct this cost from any unpaid balance due CONTRACTOR. The price paid by 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. **Equal Employment Opportunity:** CONTRACTOR shall comply with U.S. Executive Order 11426 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. 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, 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. 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. 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.

25. **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 Coordinator and CONTRACTOR personnel attached hereto, prior to submission to COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that COUNTY will discover errors and/or omissions. If 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 COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by 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.
26. **Expenditure Limit:** CONTRACTOR shall notify COUNTY Project Coordinator in writing when expenditures against CONTRACT reach 75 percent of the dollar limit on the CONTRACT. COUNTY will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the CONTRACT unless an amendment to cover those costs has been issued.
27. **Firm Price Quotes:** Prices quoted herein shall be firm for the period of CONTRACT.
28. **Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of 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, COUNTY shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by COUNTY in procuring on the open market any services which CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of 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.
29. **Interpretation of CONTRACT:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by

COUNTY'S assigned DPA. If disagreement exists between CONTRACTOR and COUNTY'S assigned DPA in interpreting the provision(s), final interpretation and clarification shall be determined by COUNTY'S Purchasing Agent or his designee.

30. Labor Code Requirements:

CONTRACTOR shall:

- a. Be required to comply with construction, repair, remodeling, alteration, conversion, modernization, improvement, rehabilitation, replacement, and renovation, of a public building or structure. [Labor Code (hereinafter LC) 1750 (b) (1)]
 - b. Pay not less than the general prevailing wage rate as determined by Director of Industrial Regulations per diem for straight time, overtime, and holiday work for all projects costing more than \$1,000.00 [LC 1771]. Projects shall not be split to avoid this requirement.
 - c. Pay Per Diem wages including employer payments for health and welfare, pension, vacation, travel time and subsistence, apprenticeship or other training program. [LC 1773.2]
 - d. Be aware copies of the prevailing wages are on file with the clerk of the Board of Supervisors. [LC 1773.2]
 - e. Keep accurate payroll records showing name, address, social security number, worker classification, straight time, overtime, and actual per diem wages worked each day for each worker.
 - f. Keep payroll records for each worker.
 - g. Upon request, have and deliver certified payroll records. They shall be available for JWA inspections at any time. [LC 1776]
 - h. Not violate the Labor Code requirements, and is subject to the penalties prescribed in the code. {LC 1775, 1776 (g) and 1813}
 - i. Abide by the straight time hours as eight (8) hours per day, 40 hours per week. [LC 1811 and 1815]
 - j. Violations of the Labor Code requirements are subject to the penalties prescribe in the code. {LC 1775, 1776 (g) and 1813}
 - k. Comply with all Federal, State, COUNTY, and OSHA regulations regarding profanity, drugs, alcohol, visitors and general conduct.
 - l. Comply with any and all laws as they relate to its employees. (This is intended to include wage and hour laws, required workmen's compensation insurance, occupational safety and health requirements, withholding taxes, social security, etc.
- 31. News/Information Release:** 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 COUNTY through COUNTY'S Project Coordinator.
- 32. Ownership of Documents:** COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of COUNTY and may be used by COUNTY as it may require without additional cost to COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR without the express written consent of COUNTY.

33. **Precedence:** CONTRACT documents consist of this CONTRACT and attachments. In the event of a conflict between or among 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 attachments.
34. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by COUNTY unless otherwise agreed to by both PARTIES.
35. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. COUNTY'S Project Coordinator and CONTRACTOR'S Project Coordinator will meet on reasonable notice to discuss CONTRACTOR'S performance and progress under this CONTRACT. If requested, CONTRACTOR'S Project Coordinator and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.
36. **Right to Audit/Records:** CONTRACTOR 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; 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 CONTRACTOR records which may have a bearing on matters of interest to the COUNTY in connection with the CONTRACTOR's dealings with the COUNTY to the extent necessary to adequately permit evaluation and verification of any or all of the following:
- Accuracy of amounts billed to COUNTY for services provided by CONTRACTOR.
 - Compliance with any requirement in this CONTRACT.

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.

Airport Director, upon request of CONTRACTOR and at said Airport Director's 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 Airport Director or designee to audit or review CONTRACTOR's Records. Said right shall not be exercised by Airport Director more than once per calendar year.

Upon the request of Airport Director, 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 subcontractors related to performance of this CONTRACT.

COUNTY or its designee may conduct such audits or inspections throughout the term of this CONTRACT and for a period of three (5) years after final payment or longer if permitted by law.

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, and verification of information and amounts through interview and/or written communications with CONTRACTOR's employees or subcontractors.

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.

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 the 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.

The accounting year shall be 12 full calendar months. The 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 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 is 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.

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 if any of the following conditions are found to exist as a result of the audit or review:

- a. With respect to fees due to CONTRACTOR, an overpayment of more than a one percent (1%) difference between (a) amount due CONTRACTOR as calculated by the audit or review and (b) amount paid by COUNTY to CONTRACTOR for the identical period determined solely by COUNTY.
- b. CONTRACTOR has failed to maintain adequate and complete Records and accounts in accordance with this Section. Airport Director or designee shall determine the adequacy of such 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 COUNTY and/or source documents relating thereto, or to make the same available to COUNTY for audit or review, or to provide other information to COUNTY regarding fees paid to CONTRACTOR, Airport Director, at Airport Director's sole discretion, may:

- c. 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 under this CONTRACT and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by CONTRACTOR upon demand;
- d. 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 Section shall include reimbursement to COUNTY of 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 Airport Director, if engaged by COUNTY to perform such services.

37. **Stop Work:** COUNTY may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which 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 order, 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 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which PARTIES shall have agreed, COUNTY shall either:
 - a. Cancel the stop work order; or
 - b. Terminate CONTRACT immediately in whole or in part in writing as soon as feasible. COUNTY is not required to provide 30 days notice of the termination of the CONTRACT to CONTRACTOR if a stop work has been issued.
38. **Termination for Default:** If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten (10) days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this CONTRACT. Upon termination of CONTRACT with CONTRACTOR, COUNTY may begin negotiations with a third-party CONTRACTOR to provide goods and/or services as specified in this CONTRACT.

The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
39. **Termination – Orderly:** After receipt of a termination notice from COUNTY, CONTRACTOR shall submit to 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 COUNTY upon written request of CONTRACTOR. Upon termination COUNTY agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in 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 execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

40. **Title to Data:** All materials, documents, data or information obtained from COUNTY data files or any COUNTY medium furnished to CONTRACTOR in the performance of this CONTRACT will at all times remain the property of COUNTY. Such data or information may not be used or copied for direct or indirect use by CONTRACTOR after completion or termination of this CONTRACT without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this CONTRACT.
41. **Validity:** The invalidity in whole or in part of any provision of this CONTRACT shall not void or affect the validity of any other provision of the CONTRACT.
42. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the COUNTY'S Project Coordinator and CONTRACTOR'S Project Coordinator 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

COUNTY:	JWA, Facilities Attn: Jack Meurer, Project Coordinator 3160 Airway Ave. Costa Mesa, CA 92626
cc:	JWA, Purchasing Attn: Tammy Killingsworth 3160 Airway Avenue Costa Mesa, CA 92626
CONTRACTOR:	North American Elevator Services DBA: Amtech Elevator Services Attn: Mark Bottoms 1550 S. Sunkist St. Suite A Anaheim, CA 92806

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

NORTH AMERICAN ELEVATOR SERVICES dba AMTECH ELEVATOR SERVICES*:

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

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

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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Approved by the Board of Supervisors on: _____

Approved as to Form:
COUNTY Counsel

By: _____
Deputy

Date: _____

**AMENDMENT NUMBER ONE
TO CONTRACT MA-280-10012781
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND AMTECH ELEVATOR SERVICES
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

This Amendment to Contact MA-280-10012781, hereinafter referred to as “AMENDMENT”, is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Amtech Elevator Services, hereinafter referred to as “CONTRACTOR”, which are sometimes individually referred to as “PARTY” or collectively referred to as “PARTIES”.

WHEREAS, COUNTY and CONTRACTOR entered into Contract MA-280-10012781, effective July 7, 2010 through and including June 6, 2013, to provide Elevator and Escalator Maintenance Services at JWA in the amount of \$970,608, hereinafter referred to as “CONTRACT”; and

WHEREAS, both PARTIES are desirous to increase the number of elevators and escalators to be serviced; add services to include State Inspection Fees; and increase funding for additional services;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, PARTIES agree as follows:

1. Effective May 7, 2012 through June 6, 2013 increase the number of escalators to be serviced by three (3) for a monthly cost of \$4,500; and increase the number of elevators to be serviced by nine (9) for a monthly cost of \$7,524.
2. Increase to add State inspection fees in the amount of \$12,375 effective June 7, 2012 through and including June 6, 2013.
3. Effective May 7, 2012 through June 6, 2013 increase total amount of additional services by \$12,500 for a new total of \$87,500.
4. Increase total CONTRACT amount by \$181,187 for a new amount not to exceed \$1,151,795. Total CONTRACT amounts are as specified below:

PREVENTATIVE/CORRECTIVE MAINTENANCE SERVICES				
Description	Unit	Cost	Qty	Total Cost
Preventative/Corrective Maintenance for 20 Elevators and 6 Escalators	Monthly	\$24,878.00	36	\$895,608.00
Additional 3 Escalators	Monthly	\$4,500.00	13	\$58,500.00
Additional 9 Elevators	Monthly	\$7,524.00	13	\$97,812.00
State Inspection Fees				\$12,375.00
Additional Services as Needed				\$87,500.00
Total Amount Not to Exceed:				\$1,151,795.00

5. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT to the CONTRACT on the dates shown opposite their respective signatures below.

AMTECH ELEVATOR SERVICES*

Signature	Name	Title	Date

Signature	Name	Title	Date

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

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

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
	Roy Freeman	Deputy Airport Director	

Approved by the Board of Supervisors on: _____

Approved as to Form:
County Counsel

By: _____

Deputy

Date: _____

**ATTACHMENT A
SCOPE OF WORK****I. GENERAL REQUIREMENTS**

This is an all inclusive maintenance contract (FM 24) including elevator/escalator misuse. CONTRACTOR shall provide all labor, materials, tools and equipment required to provide preventative maintenance, corrective maintenance, and trouble shooting and emergency repairs for 20 elevators and six (6) escalators at JWA Airport, twenty-four (24) hours a day, seven (7) days a week, 365 days a year. Services shall include 160 hours a month of elevator Preventative Maintenance (PM) and 72 hours a month of escalator PM.

a. Elevators

Quantity	Description	Location
7	Westinghouse Elevators	Main terminal
1	Virginia Controls Elevator	Main terminal
3	Westinghouse Elevators	A1 Parking structure
3	Westinghouse Elevators	A2 Parking structure
3	Westinghouse Elevators	B2 Parking structure
1	Mitsubishi Elevator	located in the Ground Transportation Center
2	Cemco controller	Club Cars

b. Escalators

Quantity	Description	Location
3	Escalators	North Baggage Claim area
3	Escalators	South Baggage Claim area

II. CONTRACTOR Requirements:

CONTRACTOR shall:

- a. Provide Callbacks: Work required mitigating unacceptable conditions of specific equipment worked on by CONTRACTOR within the previous 90 days.
- b. Check in and out at the Communications Center upon each arrival and departure: Area where Trouble Calls are reported, recorded, dispatched, and forwarded to CONTRACTOR. This room is located in the terminal administration area, lower level, (arrival), at the North end of the terminal.
- c. Provide Computerized Maintenance Management System (CMMS) planned and corrective maintenance: JWA computer based system used by JWA Maintenance to schedule and track Preventive Maintenance and Corrective Work tasks.

- d. Perform Corrective Work: Any work generated that requires corrective action/service not included in the preventative maintenance tasks (i.e. failure/malfunction).
- e. Provide Emergency Repairs: Work required mitigating unforeseen equipment malfunctions or failures that present an immediate and significant danger to property and/or lives. (i.e. Entrapment shall be considered an emergency repair.) All emergency calls will have a telephone response time of 15 minutes and a one (1) hour response time.
- f. Provide Full Preventative/Corrective Maintenance Services: An all inclusive effort required to maintain the operation, function, and cosmetic appeal as dictated by the manufacturer's standards, industry standards, and JWA requirements, of each Elevator, Elevator equipment room, and Escalator located in the JWA terminal and parking structures.
- g. Provide Normal Working Hours as follows: Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year including weekends and holidays. (No overtime hours will be paid under this CONTRACT).
- h. Provide Response Time as follows: Elapsed time period between the placement of a Trouble Call until the time of arrival and sign-in to JWA's Communications Center by the CONTRACTOR's Service Mechanic. All calls will have a telephone response time of 15 minutes and a two (2) hours response time for all calls except emergencies.
- i. Provide Routine Maintenance: Service that maintains the overall condition of the Elevators, Elevator equipment rooms, and Escalators to the manufacturer's standards, industry standards, JWA standards, and all other requirements. Routine maintenance shall be performed between the hours of 11:00 p.m. and 4:00 a.m., Monday through Friday.
- j. Provide Routine Repairs: Services that repair or replace normal wear and tear items. Routine repair shall be performed between the hours of 11:00 p.m. and 4:00 a.m., Monday through Friday. All equipment shall be operational for public use by 7:30 a.m. each day, seven (7) days per week.
- k. Respond to requests of COUNTY Project Coordinator only; except when the specific request involves public safety or security of the facility and the equipment.
- l. Be responsible for all Elevator and Escalator devices "downstream" of the equipment's electrical disconnect.
- m. Provide all labor, materials/parts, tools and equipment required to diagnose, test, and repair the Elevators and Escalators at JWA.
- n. Contact JWA Service Desk at (949) 852-4004 within fifteen (15) minutes of an initial Trouble Call for verification.
 - i. Verify that the Trouble Call was received
 - ii. State the estimated time of arrival (ETA) to Communications Center to the nearest fifteen (15) minutes.
- o. Sign in at JWA Communications Center upon arrival.
- p. Check out applicable keys from COUNTY Sheriff following the sign in process at the Communications Center.
- q. Check mail box in Communications Center:
 - i. Pick up PM from the CONTRACTOR's designated mailbox
 - ii. Pick up Corrective Work orders from CONTRACTOR's mailbox

- iii. Perform PM tasks
- iv. Perform corrective tasks
- r. Sign in at each Elevator equipment room at the time of service and briefly describe the type of work performed that day.
- s. Return keys to COUNTY Sheriff and sign out upon departure from JWA.
 - i. Return completed PMs to the general completed mailbox no later than two (2) days after work is completed:
 - 1. Print and sign the top of the PM
 - 2. Fill out the amount of time spent on each job at the top of the PM
 - 3. Make any notes on the blank portions of the PM
 - ii. Return completed corrective work orders:
 - 1. Print and sign the top of the Corrective Work Order
 - 2. Fill out the amount of time spent repairing the Elevator or Escalator at the top of the Corrective Work Order
 - 3. Make any notes on the blank portions of the Corrective Work Order
- t. Leave a copy of CONTRACTOR's Work Order /Service Ticket detailing all work performed. Detailed status shall include the following:
 - i. Time spent on project
 - ii. Location of work
 - iii. Printed name and signature
 - iv. State job status as completed or not completed work
 - v. Detail any follow up work
 - vi. Estimated time for repairs to be completed
- u. Identify and advise COUNTY Project Coordinator of any additional maintenance or repair work required to maintain the efficient operation and useful life of the equipment.

Additional Service items found shall be submitted to COUNTY Project Coordinator, **in writing** the same day of discovery and a quotation shall follow by the next business day.
- v. Perform all work in a timely manner that will least inconvenience JWA's operations. All repairs must be completed within eight (8) hours from notification unless preapproved by COUNTY Project Coordinator.
- w. Perform all work in accordance with generally accepted industry practice, manufacturer's service manuals, repair manuals, and manufacturer's recommendations, unless otherwise specified in this CONTRACT.

Provide a copy of manufacturer's recommended maintenance plan upon written request of COUNTY Project Coordinator.

- x. Be responsible for all equipment and property damage during the repair process.
 - i. Repair and finish all equipment using approved materials, if damage should occur during repair process.
 - ii. COUNTY Project Coordinator shall make final approval and acceptance of repairs.
- y. Agree that possession or control of the equipment will remain with JWA and shall be their normal responsibility and liability as owner, lessor, lessee, possessor or custodian of the equipment.
- z. Conduct work which adversely affects normal airport operations from 11:00 p.m. until 4:00 a.m.
- aa. Provide vandalism services up to \$5,000.00 per incident. Vandalism shall include graffiti, etching, stolen parts, bent doors, and cracked call buttons. All other damage such as bent Gibs, misalignments, dents, any debris in sills, switches in wrong position, etc., are excluded as vandalism.

III. TELEPHONE SERVICE

CONTRACTOR shall:

- a. Provide and maintain a telephone answering system during normal working hours.
- b. Provide a list of contact names and phone numbers available for emergency repairs and Callbacks 24 hours a day, seven (7) days a week, and 365 days a year to COUNTY Project Coordinator and JWA Communications Center within three (3) business days following request.

IV. CALLBACKS

CONTRACTOR shall respond to all Callbacks requested by COUNTY Project Coordinator within fifteen (15) minutes for phone response and 2 hours for arrival from the call initiation.

V. STAFFING

- a. CONTRACTOR's personnel must have a minimum of five (5) years of verifiable experience maintaining, Westinghouse, Virginia Controls, and Mitsubishi Elevators, Elevator equipment rooms, and Otis Escalators similar to those at JWA
- b. CONTRACTOR must have Service Mechanics specifically trained and experienced in the repair and maintenance of equipment similar to the type located at JWA.

VI. SECURITY REQUIREMENTS

CONTRACTOR shall:

- a. Have access to a copy of JWA's security requirements upon request, which are on file at JWA.
- b. Wear CONTRACTOR uniforms, badges or other means of CONTRACTOR identification which must be worn at all times while working on COUNTY property.
- c. Wear, in plain view, a JWA issued badge when engaged at work at JWA, in accordance with JWA security requirements.
- d. Park all vehicles in the designated areas as specified by COUNTY Project Coordinator.
- e. Have their vehicles subject to search.
- f. Secure and lock CONTRACTOR vehicles at all times.
- g. Ensure that all tools and materials remain in CONTRACTOR's possessions at all times and shall not be left unattended.

- h. Ensure that all tools and equipment are removed from the work site at the end of each task and work day.

VII. SCHEDULED MAINTENANCE REQUIREMENTS

CONTRACTOR shall:

- a. Perform regular routine and preventative maintenance per schedule, in accordance with JWA and original equipment manufacturers specifications.
- b. Periodically, and when conditions warrant, repair, replace, adjust or clean **Elevator** items listed below:

- i. HYDRAULIC VALVES, including, but not limited to:

Valve Parts	Coils
Seals	Filters
Seats	Screens

- ii. HYDRAULIC PUMPS, including but not limited to:

Shafts	Sheaves
Seals	Belts
Bearings	Cylinder Head Packing
Hydraulic Motors	

- iii. MACHINE PARTS, including, but not limited to:

Worm Gears	Brake Springs	Brushes	Armatures
Brake Magnets	Brake Drums	Rigging	Sheaves
Brake Shoes	Commutators	Shafts	Governors
All Wiring	Thrust Bearings	Windings	
Connections			

- iv. HOISTWAY EQUIPMENT, including but not limited to:

Car Guide Shoes	Door Linkage	Terminal Limits	
Roller Guides	Interlocks	Inductors	Tracks
Governor	Belts	Door Gibs	Hangers
Pulleys	Door Closers	Hoistway	Switches
Cams	Conductor	Trail Cables	Door
Motors	Exposed Piping	Door Motor Limits	Resistors

Connections including that portion which is exposed in the machine room and Hoistway

- v. CAR OPERATING EQUIPMENT, including but not limited to:

Car Operating Buttons	Hall Push Buttons
Car Operating Button Lights	Hall Push Lights
Car Position Indicator Lens and Lights	

- vi. HALL CAR ACCESS PANELS including but not limited to:

Sills	Locks	Gates	Handles
Hinges	Frames	Door Gibs	Car Fans
Cab Doors	Panel Doors	Handrails	
Cab Mirrors	Door Operating Devices		
Door Hinges	Hoistway Panels		
Removable Cab Panels	Car and Corridor Operating Stations		

Car and Corridor Hangers and Tracks
 Cover Plates for Signal Fixtures and Operating Stations
 All Interior Cab Lighting and Fixtures including Emergency Batteries and Controls

vii. CONTROLLER COMPONENTS, including but not limited to:

Motors	Contacts	Timers	Coils
Drive Belts	Relays	Magnets	Capacitors
Bearings	Fuses	Windings	Resistors
Selectors	Wiring	Rectifiers	Packing
Diodes	Selectors	Contacts	
Connections	Transformers	Solid State Components	
Solid State Boards	Rotating elements		

viii. ELECTRONIC COMPONENTS, including but not limited to:

Fuses	Limits	Power Switches
Interlock Closers	Buffers	Landings
Slowdown	Alarm Devices	Door Protection Devices
Switches Feeders to Controller Doors		

c. Periodically, and when conditions warrant, but not less than monthly, clean, lubricate, adjust, repair and replace the following as applicable:

1. Lubricants and hydraulic oil from floors, walls, piping and equipment in Elevator machine rooms and in the Elevator hoistways.
2. Elevator hatch equipment, including rails, inductors, hatch door hangers and tracks, relating devices, switches, buffers, car tops, and Elevator pits.
3. Examine and clean all non-functioning safety devices.
4. Control cables to maintain Original Manufacturer's Specifications.
5. Guide rails

d. Replace worn guide shoe gibs or rollers when conditions warrant, providing smooth and quiet operation, and maintaining the Original Manufacturer's Specifications.

e. Exclusionary items not included under the provisions of this CONTRACT:

Cab Walls and Cab Flooring
 Air Conditioners or Heaters
 Intercoms or Music Systems
 Smoke Detectors
 Cylinders
 Rams
 Casings
 Card reader hardware & software
 Underground hydraulic piping

f. Periodically, and when conditions warrant, repair, replace, adjust or clean, Escalator items including but not limited to the following list below:

Motors	Brake	Machine
Drive motor	Coil	Frames
Bearings	Magnets	Worm Shaft
Controller	Electrical	Sheaves & Gears

Coils	Safety Switches	Secondary Gears
Starters	Sheaves	Newel Sheaves
Relays	Sprockets	Bearings
Contacts	Key Switch	Limit Switches
Steps	Handrail	Miscellaneous
Step Riser	Balustrade Brushes	Rotating Elements
Step Treads	Comb Plate	Cleaning Fluids
Step Frames	Lubricants	Roller
Mechanical Parts	Fuses	Control Fuses
Handrail Inlet Bushing	Stop Button Covers	Handrail Outlet Bushing
Stop Button Alarms	Step & Chain Track	Drive Chain & Bushing Machine
Ring Gear	Balustrade Lighting	Windings and Resistance
Demarcation Lighting	Strainers and Mufflers	Non-Reversing Device
Brake Shoes or Disc	Bearings and Seals	Piping in Machines Room
Demarcation Strips	Handrail Drive Belt	and Hoistway

VIII. EMERGENCY REPAIR REQUIREMENTS

CONTRACTOR shall:

- a. Secure equipment and barricade area for safety.
- b. Assess situation and provide documentation for the emergency.
- c. Perform Emergency Repairs under the terms of this CONTRACT.

IX. ADDITIONAL SERVICES:

- a. Upon COUNTY request, CONTRACTOR shall submit supplemental proposals for Additional Services not called for under the fixed price monthly charges portion of this CONTRACT.
- b. CONTRACTOR shall provide supplemental proposals in accordance with the hourly rates as specified in Attachment B, II, Additional Services.
- c. COUNTY reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the Additional Services and to utilize the data provided under this CONTRACT relative to necessary materials and repairs.
- d. If COUNTY authorizes work by an alternate source, CONTRACTOR may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period. In such cases the CONTRACT may be adjusted accordingly.
- e. CONTRACTOR shall continue to provide services to all Elevators and Escalators not affected by work provided by the alternate source.
- f. Upon completion of any Additional Repair & Work, whether by CONTRACTOR or an alternative source, COUNTY's Project Coordinator and CONTRACTOR will inspect the finished product at no additional cost to COUNTY. Upon mutual acceptance of the Additional Repair & Work, CONTRACTOR shall again be responsible for all equipment originally covered under this CONTRACT and the work performed under this section.

X. PREVENTIVE MAINTENANCE REQUIREMENTS FOR THE CONTRACTOR

CONTRACTOR shall:

- a. Perform all assigned CMMS PMs in a timely manner. Any COUNTY approved Weekly, Bi-Weekly, Monthly, Quarterly and Semi-Annual PMs shall be completed within one week of the

start date; and Annual, and five (5) year PMs shall be completed within three (3) months of the start date.

- b. Submit completed CMMS work orders to the completed mailboxes behind the Communications Center, or COUNTY Project Coordinator, two (2) working days after the works completion.

XI. PARTS AND MATERIAL REQUIREMENTS

CONTRACTOR shall

- a. Maintain, at CONTRACTOR’s expense, a supply of parts and lubricants to maintain JWA’s Elevators and Escalators.
- b. Have the ability to acquire additional parts used at JWA within a twenty-four (24) hour period.
- c. Use parts and materials that are new, high grade, and free from defects.
- d. Use parts and materials that meet or exceed the original equipment manufacturer (OEM) specifications.
- e. Receive prior written approval from COUNTY Project Coordinator or designee before using any parts other than original equipment manufacturer (OEM) specifications.
- f. Upgrade all parts and materials when replacement parts are no longer available and no longer manufactured.
- g. Allow for review and approval of all parts and materials used at JWA.
- h. Provide a secure parts cabinet within the JWA Terminal with a mandatory inventory including, but not limited to the following listed items.

John Wayne Airport Spare Parts Inventory			
Quantity	Description	Part Number	Location
Escalator Parts			
4	Handrail drive belt, Rubber	GOA717A1	South Electrical Room
2	Handrail drive belt, Extended life	YYJ0717B2	South Electrical Room
2	Handrail drive sheave LH side	GO9703AA3	South Electrical Room
2	Handrail drive sheave RH side	GO9703AA4	South Electrical Room
2	Handrail drive chain	GO332P13	South Electrical Room
20	Newel rollers	GO2215P4	South Electrical Room
1	Drive chain	GO332P72	South Electrical Room
15	Left combs	AAA453AJ19	South Electrical Room
15	Right combs	AAA453AJ20	South Electrical Room

15	Center combs	AAA453AJ15	South Electrical Room
1	Handrail black 31.459M	8339NTAABZ	#13 Machine room
1	Handrail black 30.239M	8339NTAABZ	#13 Machine room
1	Handrail guide track	GO402ARB3	#13 Machine room
1	Handrail guide track	GO402ARC3	#13 Machine room
1	Handrail tension device	GO385EP1	South Electrical Room
3	Controller relays	9703DD103	South Electrical Room
1	Escalator motor	GO9703B141	#13 Machine room
20	Escalator steps	GAA26140F9-851521	#3 Machine Room
Elevator Parts			
1	Controller boards	IOX	South Electrical Room
2	Controller boards	RMH	South Electrical Room
2	Controller boards	MHC	South Electrical Room
6	Controller boards	FCB	South Electrical Room
1	EECO valve	1 1/4"	South Electrical Room
1	EECO valve	1"	South Electrical Room
1	Pump Motor	Imperial 75 HP 364T	#13 Machine room
1	Pump Motor	J208	South Electrical Room
1	Door motor	GE5BPA56KAG3	South Electrical Room
1	Door motor	IndianaN4030D-80B	South Electrical Room
1	Siemens starter	72NV34AFA	South Electrical Room
2	Rath phone	2100-957 DVCA	South Electrical Room
2	Roller guide	Westinghouse Large	South Electrical Room
1	Roller guide	Westinghouse Small	South Electrical Room
5	Packing Texacone	9EA113-07	South Electrical Room

5	Packing Gorman	00-12-F06000 E	South Electrical Room
2	Packing Texacone	6EA025-06	South Electrical Room
1	Packing Texacone	6EA025-5	South Electrical Room
7	MOH Horiz Release right	G 820 A1	South Electrical Room
3	MOH Horiz Release left	G 820 A2	South Electrical Room
2	GAL Door Clutch	LWZ1-low	South Electrical Room
6	Spirators	A-831	South Electrical Room
12	Pump Belts	3VX-600	South Electrical Room
1	AMP Meter		South Electrical Room
1	Westinghouse MPH hand held tool		South Electrical Room
2	GAL drive sheave 12 tooth		South Electrical Room
4	Westinghouse Proximity switch	cat#2633C76HO1	South Electrical Room
2	Stop Switch	A 471A6	South Electrical Room
8	Roller Guide Rollers	SEES #WEW	South Electrical Room
2	Cemco Packing for club cars	SP 540 32.5	IN OFFICE JWA FILE
2	Cemco Packing for club cars	TA 257 2.0	IN OFFICE JWA FILE
2	Formula System Door Detector	FCU 47	South Electrical Room
2	LYON parts cabinets	4'X6'	South Electrical Room
2	Limit switches	ABB 45M54B11	#22 Machine Room
1	GE Power Supply	IC693PWR321Z	#22 Machine Room
1	Relay Module	IC693MDL940J	#22 Machine Room
1	Input Module	IC693MDL240G	#22 Machine Room

- i. The cabinet shall be placed in an area designated by COUNTY Project Coordinator.
- ii. No combustible materials or containers will be allowed to be stored at JWA.

- i. Remove all parts and materials not conforming to the requirements or specifications of this CONTRACT when so directed by the COUNTY Project Coordinator at the CONTRACTOR's expense and within 48 hours.
 - i. At CONTRACTOR's expense remove the parts and materials.
 - ii. Complete the removal within 48 hours after notification.
- j. Furnish all lubricants and hydraulic system oil compounds that meets or exceeds the OEM specifications.
- k. Make available copies of all material invoices for inspection and verification upon request of.

XII. HAZARDOUS MATERIAL REQUIREMENTS

CONTRACTOR shall:

- a. Be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by the CONTRACTOR during the performance of work at JWA.
- b. Remove from JWA, and properly dispose of, all trash and debris generated from its operations prior to the end of each workday at the CONTRACTOR's expense. JWA trash dumpsters shall not be used for this purpose.

XIII. WARRANTY REQUIREMENTS FOR THE CONTRACTOR

- a. CONTRACTOR shall warrant all labor and materials, transportation, delivery, or returned goods (when necessary) used in the completion of work for a period of 90 days (or in accordance with manufacturer's warranty if longer) after completion of the repairs.
- b. Warranty period shall start upon the acceptance of the labor and/or parts and materials by COUNTY Project Coordinator.

XIV. INSPECTION REQUIREMENTS

CONTRACTOR shall:

- a. Be subject to the inspection and approval of COUNTY Project Coordinator or designee prior to approval for monthly payment.
- b. Perform all inspections and re-inspections at no additional cost to JWA.
- c. Be subject to incidental inspections based on validated customer complaints. Deductions will be made for observed defects during inspections.
- d. On an emergency basis or by COUNTY request, lift and support any Elevator car for inspections, tests, key retrieval, reclaiming personal item, preventive maintenance, and other tasks as required by the COUNTY to the Elevator sump pumps. The lifts shall not be longer than a maximum of three (3) hours in duration. Safety shall be the CONTRACTOR's primary concern.

XV. CONTRACTOR INSPECTION REQUIREMENTS

CONTRACTOR shall:

- a. Within 30 days of award of CONTRACT, perform a complete inspection on each of the Elevators, Elevator equipment rooms, Elevator shafts, and Escalators at no cost to JWA.
- b. Within 30 days of award of CONTRACT draft and submit a condition report for each of the Elevators, Elevator equipment rooms, Elevator shafts, and Escalators. Elevator, Elevator equipment rooms, Elevator shafts, and Escalators shall be inspected for safety, mechanical, operation, and cleanliness. The report shall include:
 - Elevator identification

- Elevator equipment room number
 - Escalator identification
 - A specific and detailed description of all deficiencies found on each unit and each equipment room
 - A detailed cost breakdown on labor, materials, and equipment to correct deficiencies found.
- c. Notify JWA of all deficiencies found during the initial inspection.
- i. These repairs are not covered under this CONTRACT and will be considered Additional Services.
 - ii. CONTRACTOR shall submit a quotation to the COUNTY for the establishment of a separate CONTRACT for repairs needed to restore the Elevators or Escalators to a safe fully functional state 30 days upon the CONTRACT acceptance date.
- d. Meet with COUNTY Project Coordinator to provide a pre-annual state inspection one week prior to State of California inspection each CONTRACT year.
- i. Correct all discrepancies found on the JWA annual inspection before the state inspection. Failure to have discrepancies corrected before the state inspection is performed will result in payment deductions to the CONTRACTOR, in accordance with Attachment E, "Schedule of Deductions".
- e. Provide an Elevator and Escalator journey level mechanic to meet and escort the state elevator/escalator inspector ("State Inspector") each February for the annual Elevator and Escalator certification at no cost to JWA.
- f. Meet with the State Inspector and the COUNTY Project Coordinator to perform the required annual inspection for each Elevator and Escalator at JWA.
- i. Provide an annual report following the inspection to a COUNTY Project Coordinator.
 - ii. Be subject to deductions from the monthly billing based on non-performance for any and all items found in non-compliance by the State inspector.
 - iii. Deficiencies shall be corrected at no cost to JWA.

XVI. TESTING REQUIREMENTS

CONTRACTOR shall:

- a. Provide written notification of all required testing throughout the CONTRACT period which includes the type, date, time, and the name of the mechanic performing the test.
- b. Conduct a monthly fail-safe test on all of the Escalators, i.e. check all skirt micro switches, floor plate and handrail brush switches.

XVII. PERMIT REQUIREMENTS

CONTRACTOR shall install all permits as provided by JWA.

XVIII. PARKING

Make arrangements for parking with COUNTY Project Coordinator prior to arrival at JWA. Be advised that CONTRACTOR vehicles may be required to park at a remote location.

XIX. SAFETY

- a. Conduct monthly walkthroughs with the Airport Safety Officer to ensure that all visual safety apparatus are in good condition.
- b. In the event that abnormalities or deficiencies are noted, the CONTRACTOR shall correct them immediately at no cost to JWA.
- c. Maintain JWA's safety and security standards by having all equipment, tools, and materials in the mechanic's immediate possession at all times.
- d. Provide and place all necessary safety and traffic control (delineation) equipment required to protect its employees, the public and surrounding areas.
- e. Identify and advise COUNTY Project Coordinator or designee, in writing, of any additional maintenance or repair work necessary to maintain the safe and efficient operation and extend the useful life of the equipment.

XX. SERVICE RECORDS & REPORT REQUIREMENTS

CONTRACTOR shall:

- a. Maintain a complete set of records of all performance, maintenance, and repairs for each Elevator and Escalator located at JWA.
Make available and submit all records to COUNTY Project Coordinator within five (5) working days after request.
- b. Submit one (1) complete set of records within the last 30 days of the CONTRACT. Final payment will be withheld until that complete set of records is submitted.
- c. Maintain the construction drawing/schematic records and the service/repair records for each Elevator and Escalator during the entire term of the CONTRACT.
- d. Maintain and add to these records to show the complete history of service and repair during the term of this CONTRACT.
- e. Prepare and submit a written receipt of work, in accordance with the PM and Corrective Work orders for each service and repair CONTRACTOR performs, to include date/time of service, work performed, additional work required, labor hours and materials.
- f. Not remove or duplicate or disseminate the information contained in these records without the express written approval of COUNTY Project Coordinator.
- g. Be aware that all records shall be the property of the JWA.

XXI. REFERENCE LIBRARY, MSDS, AND WIRING DIAGRAMS

- a. Safety Codes for Escalators ASME A17.1
- b. Safety Codes for Escalators ASME A17.2 1993
- c. Safety Codes for Escalators ASME A17.3 1994
- d. Safety Codes for Escalators ASME All 7.5
- e. Life Safety Code of the National Fire Protection Association (NFPA) No. 101 have and maintain, for the duration of this CONTRACT, a reference library of information containing, (but not limited to):
 - i. National Electrical Code (NEC) of the National Fire Protection Association
 - ii. NFPA No. 70

- iii. Fire Safety of Hoistway Entrances of the National Fire Protection Association (NFPA)
 - iv. California's Accessibility Standards
 - v. Uniform Building Codes (UBC)
 - vi. Inspector's Manual
 - vii. Manufacturer's equipment maintenance schedules
 - viii. Original manufacturer's lubrication specifications and schedules. Equipment schematics (motion and logic), and Layouts
 - ix. Parts and assembly list
 - x. Basic information needed to properly test, adjust and maintain the equipment covered by this CONTRACT.
- f. CONTRACTOR shall work in strict accordance with the manufacture's technical manuals, instructions and JWA requirements.
- g. CONTRACTOR shall comply with CAL OSHA requirements in maintaining current Material Safety Data Sheets while at JWA.
- h. CONTRACTOR shall maintain JWA's complete set of schematics in good condition with any modifications noted.
- i. Continuously modify drawings reflecting any changes or modifications to circuits resulting from control modifications, parts replacement, equipment, and upgrades made by the CONTRACTOR during the term of this CONTRACT. The drawings shall be in "as-built" conditions.
 - ii. JWA shall keep a copy of these "as-built" drawings, and retain sole possession of the marked-up set of drawings in event this CONTRACT is terminated.
 - iii. Be aware that if the CONTRACT is terminated, JWA will withhold final payment until the proper set of wiring diagrams and drawings are provided.

XXII. LOSS, DAMAGE, AND DELAY REQUIREMENTS

CONTRACTOR shall not:

- a. Be held responsible for any loss, damage, detention, or delay caused by strikes, lockouts, labor troubles or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material or workers unavailability of material from usual sources, embargo, war, governmental order, acts of God, or by any other cause beyond our reasonable control.
- b. The term "strikes, lockouts, labor troubles or disputes" shall include any such event which interfered with the performance of the work or with the manufacture, transportation, delivery, assembly, handling or construction of materials, equipment or parts used in the performance of the work including any strike by our employees or any lockout of our employees. Dates for the performance or completion of the work shall be extended by such length of time as may be reasonable necessary to compensate for the delay.

XXIII. UNSATISFACTORY WORK

COUNTY will give CONTRACTOR written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing Schedule of Deductions. COUNTY reserves the right to:

- a. At COUNTY's option, allow CONTRACTOR an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to JWA.
- b. CONTRACTOR shall begin to take corrective action within 24 hours of notice.
- c. The original inspection results of CONTRACTOR's work will not be modified upon re-inspection.
- d. CONTRACTOR shall be paid for satisfactory re-performed work.
- e. Deduct the prices set out in the Schedule of Deductions if the actual costs cannot be readily determined.
- f. COUNTY shall make deductions on monthly invoices for non-performance of work, including administrative costs, in accordance with Schedule of Deductions.
- g. COUNTY shall estimate the price of Non-performed or Unsatisfactory Work
 - i. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule of Deductions, or on the basis of the actual cost to JWA, estimated methods may be used.
 - ii. Engineered Performance Standards (EPS) or other estimating sources may be utilized to estimate the cost of non-performed work or the costs that would be incurred in remedying unsatisfactory work.
 - iii. JWA may estimate the cost using wage rate and fringe benefits included in the wage determinations included in the CONTRACT.

XXIV. SCHEDULE OF DEDUCTIONS

- a. No work may commence until such Schedule of Deductions is approved by COUNTY Project Coordinator.
- b. The total of the Schedule of Deductions must equal the "Total Cost" as specified in Attachment B, CONTRACTOR's Pricing.
- c. If for any reason this CONTRACT is modified, including the exercise of an option, and the modification affects the schedule of deductions, CONTRACTOR shall submit a revised Schedule of Deductions which will be incorporated into CONTRACT amendment.
- d. Prices shown in the Schedule of Deductions will be utilized in conjunction with Section XXIII, "unsatisfactory work" in making deductions to CONTRACT price for non-performed or unsatisfactory work.
- e. Unbalancing in the Schedule of Deductions submitted shall be a cause for withholding approval and requiring re-submittal of a balanced Schedule of Deductions.
- f. COUNTY reserves the right to unilaterally establish a Schedule of Deductions in the event the successful CONTRACTOR fails to present the Schedule of Deductions within 15 calendar days of the date of CONTRACT award or presents a Schedule of Deductions that is unbalanced or materially deficient.

XXV. PERFORMANCE

- a. ELEVATOR MONTHLY
 - i. Check elevator performance problems reported by maintenance.
 - ii. Examine all safety devices and governors.

- iii. Check the elevator door detector edge operation.
 - iv. Check machine room for oil leaks.
 - v. Check the jack head packing and piping for leaks.
 - vi. Check the oil level in the reservoir.
 - vii. Test fire recall as required by code.
 - viii. Test door nudging function.
 - ix. Check all lamps, signals and stop switch.
 - x. Check floor levels.
 - xi. Check pit can/ return pump.
 - xii. Check cab lighting.
 - xiii. Clean pan as needed.
 - xiv. Clean the machine room floor.
 - xv. Check for any unusual elevator noises, ride quality, car stop, and door operations.
 - xvi. List any parts requiring replacement.
 - xvii. List all parts replaced.
- b. ELEVATOR QUARTERLY
- i. Clean the door track and door sill
 - ii. Clean and lubricate the door rollers.
 - iii. Clean car top.
 - iv. Clean pit.
 - v. Check the door gibs.
 - vi. Check the gate.
 - vii. Check door operator and clutch.
 - viii. Check the door cables.
 - ix. Inspect controller
 - x. Check motor belts.
 - xi. Hoistway lubrication.
 - xii. Car top or swing panel devices.
 - xiii. List any parts requiring replacement.
 - xiv. List all parts replaced
- c. ELEVATOR ANNUAL
- i. Load test as required by state code
 - ii. Check the door edge operation.
 - iii. Check the roller guides for proper adjustment.
 - iv. Check the roller guides for loose hardware.

- v. Check the roller guides for fatigued bushings.
 - vi. Check the roller guides for noisy bearings.
 - vii. Check the roller guides for worn rollers.
 - viii. Check emergency lighting.
 - ix. Check access switches.
 - x. Check limits.
 - xi. List any parts requiring replacement.
 - xii. List all parts replaced.
- d. ELEVATOR - 5 YEAR
- i. Full load test
 - ii. Full speed test
 - iii. Safety mechanisms
 - iv. Conduct pressure relief valve tests.
 - v. Perform tests as required by A.N.S.I. A-17 Code.
 - vi. Certify tests as required.
 - vii. Submit a condition report to COUNTY Project Coordinator or designee.
 - viii. Be subject to deductions from the monthly billing based on non-performance for failure to perform a five-year load test and inspection.
 - ix. Be responsible for repairing any equipment damaged as a result of equipment failure during the test.
 - x. Not make any valve adjustments increasing or decreasing Elevator speed to improve Elevator normal operations after the full load test is completed without prior JWA approval, or a full load retest.
 - xi. Provide annual certification testing of each Elevator in accordance with regulatory agency requirements.
 - xii. Prepare a written report summarizing the results of all tests and any corrective actions required and/or performed and submit the report to COUNTY Project Coordinator or designee.
 - xiii. Submit a copy of the written report to the State of California.
- e. ESCALATOR MONTHLY
- i. Perform a visual check all safety devices.
 - ii. Clean machine space
 - iii. Check handrail drive assembly.
 - iv. Wax handrail guides.
 - v. Check steps and combs
 - vi. Fill lubricators.
 - vii. Check drive machine.

- viii. Lubricate brake pins.
 - ix. Check brake for stopping.
 - x. Check stop buttons.
 - xi. List any parts requiring replacement.
 - xii. List all parts replaced.
- f. ESCALATOR QUARTERLY
- i. Perform a visual check all safety devices.
 - ii. Clean machine space.
 - iii. Clean truss pans.
 - iv. Check handrail drive assembly.
 - v. Check handrail guides and brushes.
 - vi. Check steps rollers.
 - vii. Fill lubricators.
 - viii. Check drive chains and belts.
 - ix. Check sprocket bearings.
 - x. Check brake for stopping.
 - xi. Check control panel.
 - xii. List any parts requiring replacement.
 - xiii. List all parts replaced.
- g. ESCALATOR ANNUAL
- i. Check all safety switches while performing the annual state inspection with the state inspector.
 - ii. Remove steps, clean, inspect, and lubricate as necessary.
 - iii. Lubricate motors bearings by applying one shot of grease per year, and more frequently if motor is subjected to severe conditions.
 - iv. Lubricate shaft bearings with one shot of grease for each bearing.
 - v. Lubricate the tension carriage guide surfaces to prevent rust.
 - vi. Lubricate main drive chain using a brush or sprayer.
 - vii. Check for correct brake adjustment. The brake torque must agree with the valve on the name plate.
 - viii. List any parts requiring replacement.
 - ix. List all parts replaced.

**ATTACHMENT B
CONTRACTOR’S PRICING**

I. COMPENSATION

This is an all-inclusive, fixed price, not to exceed maximum firm fixed price CONTRACT between COUNTY and CONTRACTOR for services defined in Attachment A - Scope of Work.

CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, travel, etc. 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 CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of total CONTRACT amount specified herein unless authorized by amendment in accordance with Articles “C” – Amendments and “R” – Changes.

II. FEES AND CHARGES

COUNTY will pay the following fees in accordance with the provisions of this CONTRACT.

The fixed price shall include all requirements and expenses related to the performance of work and services set forth in the Scope of Work.

Payment terms: Payment shall be made in accordance with the provisions of this CONTRACT:

MONTHLY PREVENTATIVE/CORRECTIVE MAINTENANCE SERVICES				
Description	Unit	Cost	No. of Units	Total Cost
Preventative/Corrective Maintenance Services	Monthly	\$ 24,878.00	36	\$ 895,608.00
Additional Services as Needed (See Attachment A, item IX)				\$ 75,000.00
Total Amount				\$ 970,608.00

CONTRACTOR shall provide a material cost plus 20% mark up for any additional materials used under this CONTRACT.

1. Material costs will be paid to CONTRACTOR on the basis of CONTRACTOR’s actual invoice cost plus percentage mark up.
2. All material items shall be listed on the invoice
3. CONTRACTOR must provide CONTRACTOR materials invoice for any item over \$25.00.

CONTRACTOR’S PRICING (CONTINUED)

ADDITIONAL SERVICES		
Description	Unit	Hourly rate
Mechanic - Journeyman	Hourly	\$ 200.00
Mechanic – Assistant	Hourly	\$ 160.00
Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.		

III. INVOICING

Invoices are to be submitted monthly in arrears, after services have been provided, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to COUNTY and verified and approved by COUNTY Project Coordinator and subject to routine processing requirements. COUNTY’s Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to COUNTY Auditor-Controller for processing of payment. Responsibility for providing an acceptable invoice to COUNTY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.

Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for services not provided or when goods or services do not meet CONTRACT requirements.

Payments made by COUNTY shall not preclude the right of 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.

CONTRACTOR will provide an invoice on CONTRACTOR’s letterhead for services rendered. 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 “a” above)
- c. Name of COUNTY agency department
- d. COUNTY CONTRACT number
- e. Service date(s)
- f. Service description (as specified above)
- g. CONTRACTOR’s Federal I. D. number
- h. Total

Invoices and support documentation are to be forwarded to:

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

**ATTACHMENT C
STAFFING PLAN**

I. Primary Key Personnel to perform CONTRACT duties

Name	Classification/ Designation	Elevator or Escalator Mechanic	Years of Experience in each		
			Westinghouse	Virginia Controls	Mitsubishi
Dan Gaeta	CCCM	Elevator	30	30	30
Desmond Laux	CCCM	Escalator	16		
Wayne Lindsey	Operation Mgr.	Both	40		

Substitution or addition of CONTRACTOR’s key personnel in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Coordinator.

CONTRACTOR may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to COUNTY written approval. COUNTY reserves the right to have any 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.

II. Subcontractor(s)

In accordance with Article I, “Assignment or Subcontracting” of the General Terms and Conditions, listed below are Subcontractor(s) anticipated by CONTRACTOR to perform services specified in Attachment A.

Company Name & Address	Contact Name and Telephone Number	Project Function
City Lift	Tim Varbel (800) 237-3450	Elevator Interiors

**ATTACHMENT D
SCHEDULE OF DEDUCTIONS**

I. INSTRUCTIONS

For each applicable major task assign a unit price that is appropriate for the completion of each item. Multiply the unit price for each item by the frequency for which it is performed.

The sum of all the total prices (excluding commodities) for the applicable items must equal the "Total Cost" as proposed in Attachment B - CONTRACTOR'S Pricing.

Deductions shall be imposed as follows:

SCHEDULE OF DEDUCTIONS				
PM REQUIREMENTS	UNITS	UNIT PRICE	FREQ.	TOTAL PRICE
SCHEDULED CMMS, MAINTENANCE & REPAIRS				
1. Elevator Monthly	20	75	Monthly	54,000
2. Elevator Quarterly	20	75	Quarterly	18,000
3. Elevator Annual	20	1600	Annual	96,000
4. Elevator – 5 year	20	200	5 year	4,000
5. Escalator Monthly	6	500	Monthly	108,000
6. Escalator Quarterly	6	500	Quarterly	36,000
7. Escalator Annual	6	2,500	Annual	45,000
8. Elevator 160 Hours of PM's	36	9,950	Monthly	358,200
9. Escalator 72 Hours of PM's	36	4,900.22	Monthly	176,408
TOTAL COST				\$ 895,608.00

ADDITIONAL DEDUCTIONS	FREQUENCY	TOTAL PRICE
1. Administration Costs	Each Instance	\$50.00
2. Deficiencies found during Inspections	Each Instance	\$50.00
3. Deficiencies Reported	Each Instance	\$100.00
4. Non-responsiveness	Each Instance	\$50.00
5. Insufficient Reporting	Each Instance	\$50.00
6. Inaccurate Reports	Each Instance	\$50.00
7. Untimely Reports	Each Instance	\$500.00
8. Insufficient or Unacceptable Parts	Each Instance	\$100.00
9. Work Orders	Each Instance	\$100.00

Notes: JWA reserves the right to impose additional deductions based on egregious CONTRACT deficiencies found.