

**PRICE AGREEMENT  
N1000006119  
FOR  
CUSTODIAL MAINTENANCE SERVICES**

~~EFFECTIVE: October 1, 2004 THROUGH: September 30, 2007~~

~~RENEWABLE FOR TWO ADDITIONAL YEARS with Board of Supervisor's approval~~

~~Agreement is for Full Custodial Maintenance Services at John Wayne Airport.~~

~~TOTAL AGREEMENT NOT TO EXCEED: \$2,580,000.00 ANNUALLY.~~

~~Contractor to provide all labor, materials, special equipment, and permits (where applicable), for providing the Full Custodial maintenance services to John Wayne Airport, in accordance with the attached terms and conditions and specifications (includes all Exhibits).~~

~~No additions, deletions, or changes in Scope of Work will be authorized or paid without prior written approval of the John Wayne Airport Deputy Purchasing Agent. All prices shall include all taxes.~~

**CONTRACT MA-280-10012181  
BETWEEN THE COUNTY OF ORANGE  
AND  
PACIFIC BUILDING CARE  
FOR JANITORIAL SERVICES**

This Agreement, hereinafter referred to as "CONTRACT", for Janitorial Services, as further described herein is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Pacific Building Care, with a place of business at 3080 Airway Avenue, Costa Mesa, California 92626 hereinafter referred to as "CONTRACTOR" or "PBC", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES."

**RECITALS**

**WHEREAS**, CONTRACTOR responded to a Request for Proposal (RFP) to provide Janitorial Services, as further set forth herein; and

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

**WHEREAS**, CONTRACTOR agrees to provide services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

**WHEREAS**, COUNTY agrees to pay CONTRACTOR the fees as further set forth in CONTRACTOR's Pricing, attached hereto as Attachment D and incorporated herein;

**NOW, THEREFORE**, ~~Contractor and County~~ PARTIES mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the

event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, ~~the~~ PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

- B. **Entire CONTRACT:** This CONTRACT, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the 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 by COUNTY's Purchasing Agent or his designee, ~~hereinafter "PURCHASING AGENT"~~.
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. ~~Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments, nor deprive it of the right to return goods already accepted, at CONTRACTOR'S expense. Overshipments and undershipments of goods shall be only as agreed to in writing by COUNTY.~~ Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY in accordance with Attachment A, and 2) payment shall be made in arrears after satisfactory acceptance and within 30 calendar days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the COUNTY's Project Coordinator and is subject to routine processing requirements of the COUNTY.
- Payments made by the 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 services.
- G. **Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its 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 copy-righted 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 INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, 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.
- 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, 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 the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligation(s).
- 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 the CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of COUNTY. Neither the CONTRACTOR, employees nor anyone working for the 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 and Insurance:**

**INDEMNIFICATION PROVISIONS**

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

**INSURANCE PROVISIONS**

Prior to the provision 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 the 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 the COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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 CONTRACTOR agrees to deposit with the County prior to the provision of services under this CONTRACT, Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this CONTRACT have been complied with, and to keep such insurance and the certificates therefore on deposit with the County during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

~~The CONTRACTOR shall maintain insurance at CONTRACTOR'S expense acceptable to the County of Orange in full force and effect throughout the term of this CONTRACT. If the~~

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

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.

The 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. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000. ~~Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.~~

County of Orange shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by the CONTRACTOR under the terms of this CONTRACT (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the 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 AGENT OR REPRESENTATIVE..

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

The 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 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/Purchasing~~ CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

~~The County shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of County, the insurance provisions in this Agreement do not provide adequate protection for County, County may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. County's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks, which exist at the time a change in insurance is required.~~

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 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.

~~Before beginning performance on this CONTRACT, the CONTRACTOR SHALL FURNISH THE County of Orange satisfactory evidence that the CONTRACTOR has secured, for the period of this CONTRACT, the required insurance from a responsible insurance company authorized to do business in the state of California and approved by the Risk Management Office of the County. Such insurance shall be maintained in full force and effect at the CONTRACTOR'S expense during the full term of the CONTRACT.~~

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- 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 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 (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 D – CONTRACTOR's Pricing, shall include full compensation for providing all required goods or services in accordance with required specifications, or when applicable, in the scope of services 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 advise 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 CONTRACTOR shall provide the services, as described in Attachment A - Scope of Work, under a fixed price CONTRACT, as set forth herein.

~~Contractor shall commence performance on the date this Agreement is executed and shall continue performance for a Three Year period from the Agreement executed date or until this Agreement is terminated by the County. This Agreement may be renewed annually for two (2) additional years~~



~~with mutual consent between the Contractor and the County and approval by the Board of Supervisors. The County is not obligated to renew the Agreement and does not have to give reason if County elects not to renew.~~

2. **CONTRACT Term:** This CONTRACT shall be effective upon execution of all necessary signatures, and shall continue for one (1) year from that date, unless otherwise terminated by COUNTY. CONTRACT may be renewed upon expiration for four (4) consecutive one-year periods, upon mutual agreement of both PARTIES. Board of Supervisors approval may be required for renewals. COUNTY is not obligated to give a reason if it elects not to renew.

3. **Bonds:**

~~A Performance Surety Bond in an amount equaling the lesser of \$2,000,000 or the annual price agreement amount will be provided within ten (10) County working days of notification prior to the Price Agreement award. If the bond is for one year, renewable each year of the agreement, continuation or extension of the Bond must be received at least 30 days prior to the expiration date of the Bond or the Price Agreement may be terminated. The Contractor is to provide a Janitorial Services Fidelity Bond for a minimum of \$100,000.~~

a. **Faithful Performance Bond**

**CONTRACTOR will provide to COUNTY a Faithful Performance Bond in an amount equal to fifty percent (50%) the annual CONTRACT amount.** Bonds must be submitted to COUNTY within seven (7) calendar days of award notification and prior to the official CONTRACT award. Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase the required bond at CONTRACTOR's expense and to deposit with COUNTY the required bond necessary to satisfy COUNTY requirements and to keep such bond on deposit with COUNTY during the entire term of this CONTRACT. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to the COUNTY Offices of County Counsel and Risk Management and in accordance with the General Conditions.

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

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

4. **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 buyer.

5. **Airport Security:** CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's sub-contractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

a. **Badge Acquisition:** Prior to issuance of a security badge(s), ~~all personnel engaged in the performance of work under this proposed agreement shall be expected to pass the screening requirements~~ 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.). ~~All~~ 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 fourteen (14) days of CONTRACT execution, unless other arrangements have been coordinated by COUNTY Project Coordinator or designee in writing.

- b. 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 ~~the airport~~ 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 badged 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 the 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.

**CHANGES/EXTRA WORK/AMENDMENTS**

~~Neither Party to this Agreement may make changes in the Agreement without the other Party's written consent. In the Event that there are new or unforeseen requirements, County Project Manager, with the Contractor's concurrence, has the discretion to requires changes at any time without changing the intent of this Agreement.~~

- 6. **Civil Rights:** CONTRACTOR attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and

regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Displaced Janitor Opportunity Act:** Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act applies to CONTRACTs entered into on or after January 1, 2002.

The Displaced Janitor Opportunity Act requires janitorial and building maintenance CONTRACTORS and subcontractors that employ 25 persons or more to retain, for a period of 60 days, certain employees who were employed at that site by the previous CONTRACTOR or subcontractor. This act further requires that employees retained under the act's provisions for that 60-day period be offered continued employment if their performance during that 60-day period is satisfactory.

The awarding authority shall notify CONTRACTOR when a CONTRACT has been terminated or will be terminated and shall indicate whether another service CONTRACT will be awarded in its place and, if so, shall identify the name and address of the successor CONTRACTOR. The terminated CONTRACTOR shall, within three (3) working days after receiving that notification, provide to the successor CONTRACTOR the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service CONTRACT. If the terminated CONTRACTOR has not learned the identity of the successor CONTRACTOR, the terminated CONTRACTOR shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor CONTRACTOR as soon as the successor CONTRACTOR has been selected. The requirements of this paragraph shall be equally applicable to all sub-contractors of a terminated CONTRACTOR.

A successor CONTRACTOR shall retain for a 60-day transition employment period employees who have been employed by the terminated CONTRACTOR for the preceding four months or longer at the site or sites unless the CONTRACTOR has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated CONTRACT.

The successor CONTRACTOR shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. The successor CONTRACTOR or successor subcontractor is not required to pay the same wages or offer the same benefits as were provided by the prior CONTRACTOR or subcontractor.

If at any time the successor CONTRACTOR determines that fewer employees are needed to perform services than the terminated CONTRACTOR, the successor CONTRACTOR shall retain employees by seniority within the job classification.

The successor CONTRACTOR shall provide a list of its employees that indicates which of these employees were employed at the site by the terminated CONTRACTOR and a list of any of the terminated CONTRACTOR's employees who were not retained by the successor CONTRACTOR, stating the reason these employees were not retained. During the 60-day transition employment period, the successor CONTRACTOR shall maintain a preferential list of eligible covered employees not retained by the successor CONTRACTOR from which the successor CONTRACTOR shall hire additional employees.

During the initial 60-day transition employment period, the successor CONTRACTOR shall not discharge any employee retained pursuant to this section without cause. At the end of the transition employment period, a successor CONTRACTOR shall provide a written performance evaluation to each employee. The successor CONTRACTOR shall offer the employee continued employment if

the employee's performance during the transition period is satisfactory. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

8. **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 ~~ten (10) days from the date the change was proposed and Contractor received notification of the change 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. ~~The Parties will negotiate pricing and any additional terms and conditions related to any changes to this Agreement, hereto, the results of which will be incorporated into this Agreement by Amendment~~ Such changes shall be agreed to in writing and incorporated into a contract amendment. Said amendment shall be issued by COUNTY-assigned buyer, 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.

~~All extra services are by mutual consent of all parties and may be subject to the approval of the County Board of Supervisors.~~

9. **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.

**~~COUNTY OF ORANGE Child support Enforcement:~~**

~~In order to comply with child support enforcement requirements of the County of Orange, within 30 days of award of contract, the successful contractor must furnish to the contract administrator, Purchasing Agent, or the agency/department deputy-purchasing agent:~~

~~A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;~~

~~B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the~~

~~contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and~~

~~C. Certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.~~

~~The certifications will be stated as follows:~~

~~"I certify that SPC Airport Services, Inc. is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earning Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract N1000006119 with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.~~

~~It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.~~

~~Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning 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 the County shall constitute grounds for termination of the contract.~~

**10. 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.

**11. 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.

**12. 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 Contractors; 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. **Covenant against 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.

14. **Availability 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.

15. **CONTRACT Disputes:** 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:

- a. CONTRACTOR shall submit to the agency/department assigned buyer 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.
- b. 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.
- c. 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 year following the accrual of the cause of action, whichever is later.



~~If agreement cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.~~

~~The County and the Contractor agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement, which are not affected by the dispute.~~

**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 ~~Manager~~ **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 Manager (also known as PBC Project Manager) and CONTRACTOR 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 ~~14 calendar days~~ three (3) business days after written notice by COUNTY's Project ~~Manager~~ **Coordinator**. COUNTY's Project ~~Manager~~ **Coordinator** shall review and approve the appointment of the replacement for CONTRACTOR's Project ~~Manager~~ **Coordinator** ~~and key personnel~~. ~~Said approval shall not be unreasonably withheld.~~ 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.

CONTRACTOR's Project Manager shall carry a wireless phone for the purposes of COUNTY contact at CONTRACTOR's sole expense. CONTRACTOR's Project Manager shall respond to COUNTY's attempt to contact CONTRACTOR's Project Manager within 30 minutes, 24 hours per day, 7 days per week.

**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 Responsibility:** ~~Contractor shall perform such services as may be necessary to accomplish the services required to be performed under this Agreement and in accordance with this Agreement.~~ 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.

**21. COUNTY's Project Coordinator:** ~~The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Agreement and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.~~ COUNTY shall appoint a Project Coordinator, as specified in Article 44 - Notices, 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.

**22. Default – Reprourement 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.

**23. 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.

**24. 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.

25. **Existing Site Conditions:** Information respecting this site of work given in Scope of Work, drawings, and/or specifications has been obtained by COUNTY's representatives and its believed to be reasonably correct, but COUNTY does not warrant either the completeness or accuracy of such information, and it is the responsibility of CONTRACTOR to verify all such information.
26. **Expenditure Limit:** CONTRACTOR shall notify COUNTY Project Coordinator in writing when expenditures against CONTRACT reach 75% 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. **Headings Not Controlling:** Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this CONTRACT.
30. **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 buyer. If disagreement exists between CONTRACTOR and COUNTY's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by COUNTY's Purchasing Agent or his designee.
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 the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the **Exhibits** 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 ~~specified in the scope of work~~. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.

#### **AUDIT**

~~The County's duly authorized representative shall have access, at reasonable times, to all reports, contract records, documents, files, and personnel necessary to audit and verify the Contractor's charges to the County hereunder. The Contractor agrees to retain reports, records, documents, and rules related to charges hereunder for a period of three years following the date of final payment for the Contractor's services hereunder. The representatives shall have the right to reproduce any of the aforesaid documents.~~

~~COUNTY reserves the right to audit and verify CONTRACTOR's records before final payment is made.~~

~~**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's Project Coordinator.**~~

36. **Right to Audit/Records:** CONTRACTOR's Records as referred to in this CONTRACT shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to: records; accounts; financial transactions; books; papers; documents; recordings; notes; daily logs; supervisor reports; receipts; vouchers; memoranda; 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:

- i. Accuracy of amounts billed to COUNTY for services provided by CONTRACTOR.
- ii. 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 subcontractor 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 (3) 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, in addition to any deductions applied from the Schedule of Deduction, 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 (1) percent difference between (a) the amount due CONTRACTOR as calculated by the audit or review and (b) the amount paid by COUNTY to CONTRACTOR for the identical period determined solely by COUNTY.

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 the Airport and/or source documents relating thereto, or to make the same available to the Airport for audit or review, or to provide other information to the Airport regarding fees paid to CONTRACTOR, 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 the Airport, 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 Airport'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:

i. Cancel the stop work order; or

ii. 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. Subcontracting:**

CONTRACTOR is authorized by COUNTY to subcontract carpet and window cleaning only. No other duties may be subcontracted without expressed written consent of COUNTY. During subcontracted work, 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.



39. **Termination for ~~Non-Performance~~ 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.

40. **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 ~~30~~ 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 ~~made in writing within such 30 day period or authorized extension thereof.~~ 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 ~~as reduced by payments already otherwise made.~~ 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.
41. **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.
42. **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.
43. **Waivers – CONTRACT:** Failure of COUNTY in any one or more instances to insist upon strict performance of any of the terms of this CONTRACT or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
44. **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 (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

COUNTY: JWA/Facilities  
Attn: Roger Yee  
3160 Airway Avenue  
Costa Mesa, CA 92626

cc: JWA/Purchasing  
Attn: Tammy Killingsworth  
3160 Airway Avenue  
Costa Mesa, CA 92626

CONTRACTOR: ~~Name: SPC Airport Services, Inc.~~  
~~Address: 1050 N. 5<sup>th</sup> St.~~  
~~San Jose, CA 95112~~  
~~Attn: James Mikacieh~~  
~~Telephone: 408-975-7521~~  
~~Fax: 408-977-0165~~

Pacific Building Care (PBC)  
Attn: Dana Holladay  
3080 Airway Avenue  
Costa Mesa, CA 92626

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

\*\*\*\*\*  
**PACIFIC BUILDING CARE\***

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Signature	Print Name	Title	Date
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Signature	Print 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 corporate officer signature must be one of the following: 1) Chairman of the Board; 2) President; 3) any Vice President.*
- The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) 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:**

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Signature	Print Name	Title	Date
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Approved by the Board of Supervisors on: \_\_\_\_\_

Approved as to Form:  
County Counsel

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

Date: \_\_\_\_\_

~~4. COMPENSATION AND TERMS OF PAYMENT~~

~~Compensation:~~

~~This Agreement shall be a fixed price agreement and Contractor agrees to accept the specified compensation set forth in Exhibit C as full remuneration for performing all services and materials called for; and for performance by the Contractor of all of its duties and obligations hereunder. **Prices shall be firm for the period of the Agreement (three years), price increases will not be allowed.** The only allowable increases will be any mandated State or Federal minimum wage, tax, or insurance increases.~~

~~Terms of Payment:~~

~~Payment shall be made to the Contractor in accordance with Exhibit C.~~

~~6. WAGE RATES:~~

~~This contract is to be Prevailing Wage Rates. CONTRACTOR shall post a copy of wage rates at the job site and shall pay the adopted prevailing wage as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at John Wayne Airport Administration. The CONTRACTOR shall comply with the provisions of Part 7, Chapter 1 of the California Labor Code including Section 1774, 1775, 1776 and 1813 of the Labor Code.~~

~~7. WITHHOLDING OF WAGE DIFFERENTIALS:~~

~~The COUNTY may withhold from the Contractor as much of any accrued payments as may be necessary to pay laborers, craft workmen and mechanics employed on the Project any difference between the rate of wages required to be paid pursuant to California law and the rate of wages actually paid to such laborers, craft workmen and mechanics.~~

~~8. CRAFT LABOR TIME RECORDS:~~

~~The CONTRACTOR shall keep full, true and accurate records of the names and actual hours worked by the respective workers and laborers employed under this Agreement in accordance with California Labor Code and shall allow access to the same any reasonable hour to the COUNTY, its agents or representatives and to any person having the authority to inspect the same as contemplated under the provisions of said California Labor Code, or when requested by the COUNTY.~~

~~Eight (8) hours of labor shall constitute a legal day's work. The Contractor shall comply with Labor Code regarding legal day's work and overtime.~~

~~Contractor shall be considered an independent contractor and not an agent of or an employee of the County of Orange. Contractor does not qualify for taxes, workers' compensation, or other fringe benefits of any kind.~~

~~9. WAGE RATE PENALTY:~~

~~Pursuant to the provisions of the Labor Code Section 1775, the CONTRACTOR shall forfeit to the County, as a penalty, the sum of Twenty five Dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for Work done under this Contract, by CONTRACTOR or by subcontractors, in violation of the provisions of this Contract.~~

#### **~~11. PROJECT SCHEDULE~~**

~~The services performed under this Agreement shall be done in accordance with the approved project/work schedule incorporated herein as Exhibit E, which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined in Exhibit E, Project/Work Schedule.~~

#### **~~19. DISPLACED JANITOR OPPORTUNITY ACT~~**

~~Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act applies to contracts entered into on or after January 1, 2002.~~

~~The Displaced Janitor Opportunity Act requires janitorial and building maintenance contractors and subcontractors that employ 25 persons or more to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor. This act further requires that employees retained under the act's provisions for that 60 day period be offered continued employment if their performance during that 60 day period is satisfactory.~~

~~The awarding authority shall notify a contractor when a contract has been terminated or will be terminated and shall indicate whether another service contract will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract. If the terminated contractor has not learned the identity of the successor contractor, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as the successor contractor has been selected. The requirements of this paragraph shall be equally applicable to all subcontractors of a terminated contractor.~~

~~A successor contractor shall retain for a 60 day transition employment period employees who have been employed by the terminated contractor for the preceding four months or longer at the site or sites unless the contractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.~~

~~The successor contractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. The successor contractor or successor subcontractor is not required to pay the same wages or offer the same benefits as were provided by the prior contractor or subcontractor.~~

~~If at any time the successor contractor determines that fewer employees are needed to perform services than the terminated contractor, the successor contractor shall retain employees by seniority within the job classification.~~

~~The successor contractor shall provide a list of its employees that indicates which of these employees were employed at the site by the terminated contractor and a list of any of the terminated contractor's employees who were not retained by the successor contractor, stating the reason these employees were not retained. During the 60 day transition employment period, the successor contractor shall maintain a preferential list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.~~

~~During the initial 60 day transition employment period, the successor contractor shall not discharge any employee retained pursuant to this section without cause. At the end of the transition employment period, a successor contractor shall provide a written performance evaluation to each employee. The successor contractor shall offer the employee continued employment if the employee's performance during the transition period is satisfactory. Any employment after the 60-day transition employment period shall be at will employment under which the employee may be terminated without cause.~~

**~~25. CONTRACTOR SAFETY STANDARDS AND WORK HOURS~~**

~~Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with Federal, State, and County safety and health regulations and laws.~~

**~~26. CHOICE OF LAW AND FORUM~~**

~~The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, provided that no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties. No lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in any state other than California. Any legal proceeding with respect to this Agreement shall be filed in the appropriate court of the State of California in Orange County, California.~~

**~~31. AUTHORIZATION WARRANTY~~**

~~The Contractor represents and warrants that the person executing this Agreement on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.~~

**~~32. ENTIRE AGREEMENT~~**

~~This agreement and all of its attachments comprise the entire contract between the contractor and the County. Additional or new terms contained in this contract, which vary from the contractor's proposal, are deemed accepted by the contractor by execution of this contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this contract shall be considered valid unless specifically agreed to in writing by both parties.~~

~~No addition to, or alteration of the terms of this Agreement or any Exhibit(s), whether written or verbal, by the parties, their officers, agents or employees, shall be invalid unless made in the form of a written Amendment to this Agreement, which shall be formally approved and executed by both parties.~~



EXHIBIT L

~~Individual provisions of this Agreement, all duties and responsibilities of any party, which either expressly or by their nature extend into the future, shall extend beyond and survive the end of the contract term or termination of this Agreement.~~

ATTACHMENT A  
JWA SCOPE OF WORK

**~~Custodial Maintenance of Thomas F. Riley Terminal Building,  
Eddie Martin Administration Building,  
And All Other Airport Facilities~~**

I. GENERAL

a. Background

~~This Price Agreement is for Full Custodial Maintenance Services for all John Wayne Airport facilities as listed below.~~

~~John Wayne Airport (JWA) is owned and operated by County of Orange as the only commercial service airport in Orange County, California. JWA's commercial passenger volume has grown from 2.5 million passengers in 1982 to 8.5 million in 2003. It is anticipated that commercial passenger volume will continue to increase over the proposed contract period to a. The capacity level is NTE 10.3 million passengers. Airline flights arrive and depart between the hours of 6:00 a.m. and 11:00 p.m., seven (7) days per week with general public use approximately one hour prior to and one hour after those times. However, the terminal is open on a twenty-four (24) hour basis to accommodate all of the custodial maintenance operations that cannot be accomplished during regular business hours. Airport personnel will staff the facility on that basis.~~

~~The approximate square footage of the JWA terminal and adjacent areas to be maintained is **378,000** sq. ft. and **36,000** sq. ft. for the JWA Administration Building. There is an estimated total of 6000 sq. ft. of restrooms (21 at the terminal and adjacent areas, which will increase to 23 in November and 7 within the administration building).~~

~~This Price Agreement is for a period of three years, renewable for two additional years with Board of Supervisors approval.~~

II. ~~OBJECTIVES~~

~~The primary objectives of this Agreement are to:~~

- ~~A. Provide full custodial maintenance services for all airport facilities as listed herein, at John Wayne Airport.~~
- ~~B. Service and maintain the Thomas F. Riley Terminal Building to an "as new, just opened" appearance at all times.~~
- ~~C. Have Contractor provide the supervision and quality control required not only to meet a minimum specification, but also to provide all necessary custodial services, regardless of interval, to keep all airport facilities at a peak level of cleanliness and appearance. This is to be expected each calendar day for the entire term of this Agreement.~~

DEFINITIONS

- ~~A. CLEAN WATER ACT (CWA) means the Federal Water Pollution Control Act enacted by Public Law 92-500 as amended by Public Laws 95-217, 95-576, 96-483, 97-117; 33USC. 1251 et seq.~~
- ~~B. NPDES PERMIT shall mean the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the County and JWA.~~
- ~~C. ENVIRONMENTAL LAW(S) means all applicable federal, state or local laws, regulations, ordinances, codes, judgments or orders pertaining to the environment, hazardous materials, pollution or occupational safety and health, and includes without limitation the Clean Air Act, Section 402 of the Clean Water Act (CWA), 40 Code of Federal Regulations (CFR) Parts 122, 123, and 124, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et. Seq., Solid Waste Disposal Act, as amended by the Resources Conservation and Recovery Act of 1986 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6901 et. seq., the Oil Pollution Act of 1990, 33 U.S.C. 2701 et. seq. and similar or implementing state laws, rules, orders, directives, and regulations promulgated thereunder, as well as these laws, regulations, ordinances, codes, judgments and orders relating to (i) emissions, discharges, releases, or threatened releases of hazardous material into the environment (including, but not limited to ambient air, surface water, groundwater, land surface or subsurface strata), (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of hazardous materials as such, and (iii) underground storage tanks containing Hazardous Materials, and related piping, and emissions, discharges, releases or threatened releases therefrom.~~
- ~~D. HAZARDOUS MATERIAL(S) means any substance, pollutant, contaminant, radiation or chemical which is hazardous to human health or safety or the environment including, without limitation, all of those substances which are listed or defined as "pollutants", "contaminants", "hazardous materials", "hazardous wastes", "hazardous substances", "toxic substances", "radioactive materials", "solid wastes", or other similar designations pursuant to environmental laws, including (without limitation) petroleum (including crude oil or any fraction thereof), any petroleum product, asbestos and asbestos containing materials, and polychlorinated biphenyls.~~
- ~~E. POLLUTANT shall mean any liquid, solid or semi-solid substances, or combination thereof, including and not limited to:~~
- ~~1. Artificial materials (such as floatable plastics, wood products or metal shavings).~~
  - ~~2. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment)~~
  - ~~3. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics, which cause an adverse effect on living organisms.~~
  - ~~4. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease).~~
  - ~~5. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor.~~
  - ~~6. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon.~~

~~7. Materials that contain base/neutral or acid extractable organic compounds.~~

~~8. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act; and~~

~~9. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials, in quantities that will interfere with or adversely affect the beneficial uses of the receiving waters, flora or fauna of the State.~~

~~F. PROHIBITED DISCHARGE shall mean any discharge, which contains any pollutant, from public or private property to (i) the stormwater drainage system; (ii) any upstream flow, which is tributary to the stormwater drainage system; (iii) any groundwater, river, stream creek wash or dry weather arroyo, wetlands area, marsh, coastal slough, or (iv) any coastal harbor, bay or the Pacific Ocean.~~

~~G. STORMWATER DRAINAGE SYSTEM shall mean street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the county wide stormwater runoff system and owned, operated, maintained or controlled by the County of Orange, the Orange County Flood Control District or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater. The John Wayne Airport (JWA) stormdrain system shall mean any gutter, channel, stormdrain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the airport property.~~

~~H. NON-STORM WATER DISCHARGE means any discharge to storm sewer systems that is not entirely composed of storm water.~~

~~I. STORM WATER means storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.~~

~~J. BEST MANAGEMENT PRACTICES (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment measures, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMPs may include any type of pollution prevention and pollution control measure necessary to achieve compliance.~~

**b. Definitions**

i. Clean/cleaned shall be defined as no streaks, free of bacteria, smudges, dirt or foreign matter.

ii. Detailed shall be defined as all surfaces within an area be clean/ cleaned.

iii. Defect/defective work shall be defined as unsatisfactory or non-performed work as identified at the sole discretion of COUNTY.

iv. Dust/dusted shall be defined as surfaces free of particulates attached by static or settled by gravity.

v. English speaking shall be defined as having the ability to carry on an English conversation with JWA staff, tenants, and the public with regard to any janitorial needs and passenger assistance.

vi. Extract shall be defined as using suction as a means to lift liquids from carpeted surfaces.

vii. Mop/Mopped shall be defined as the use of clean equipment, mops, water, and cleaning solutions leaving a clean horizontal surface such as floor and flooring once dry.

- viii. Paper towels or disposable paper rags shall be defined as products made of paper. These products shall not be used for any cleaning processes.
- ix. Polish/polished shall be defined as returning a shine or luster to a surface.
- x. Rags shall be defined as material cloths used to clean. Rags shall have one cleaning function before it is washed.
- xi. Scrubbed shall be defined as an aggressive or persistent process to remove embedded contaminants, materials and particulates from surfaces.
- xii. Sealed shall be defined as a process using products designed to seal surfaces as to prevent contaminants, materials and particulates from attaching to the surfaces.
- xiii. Schedule of deductions shall be defined as a means to clarify the importance of a given cleaning task or administrative issue without breaching the CONTRACT or assigning liquidated damages.
- xiv. Wax/waxed shall be defined as applying a coat of wax and polishing the surface to a high shine.

## II. SURFACES REQUIRING CLEANING

- a. Carpet on floors and walls
- b. Tile on floors and walls
- c. Vinyl or plastic sheet floors
- d. Vinyl composite tile floors
- e. Concrete floors, sidewalks, ramp twenty feet from building for the full length, stairwells etc.
- f. Marble on floors and walls
- g. Glass all interior and exterior
- h. Stainless steel in/on elevators, escalators, walls, baggage carrousel, etc.
- i. Formica on kiosks, ticket counters, walls, etc.
- j. Paint on walls etc.

## III. ITEM REQUIRING CLEANING

- |                          |                            |                    |
|--------------------------|----------------------------|--------------------|
| a. Artificial turf grass | j. Kiosks                  | s. Sinks/counters  |
| b. Carrousel             | k. Ledges                  | t. Tables          |
| c. Cigarette urns        | l. Office furniture        | u. Ticket counters |
| d. Displays              | m. Passenger seating       | v. Toilets         |
| e. Doors                 | n. Passenger tables        | w. Trash cans      |
| f. Elevators             | o. Refrigerators           | x. Urinals         |
| g. Escalators            | p. Restrooms               | y. Walls           |
| h. Floors                | q. Sidewalks               | z. Ceilings        |
| i. Hygiene machines      | r. Sills/windows and doors | aa. Ceiling vents  |

bb. Linear vents

III

~~CONTRACTOR REQUIREMENTS~~

- A. ~~Contractor must present proof of maintaining a major commercial facility of at least 250,000 square feet for the previous five (5) years.~~
- B. ~~**STAFFING:** The Contractor shall provide adequate staffing and reserve staffing to accomplish the work as described herein.~~
1. ~~There shall be a minimum of 15 workers on the day shift, a minimum of 120 man-hours; 15 workers on the swing shift, a minimum of 120 man-hours; and 21 workers on the night shift, minimum of 168 man-hours.~~
  2. ~~The Contractor shall provide the required personnel and equipment for custodial maintenance services on a Twenty-Four (24) Hour a day, Seven (7) day Per Week basis. The Contractor shall provide a full time supervisor or foreman for each shift. All personnel must meet the security requirements and acquire a John Wayne Airport access control badge within one (1) month of the effective start date of the proposed Price Agreement. See "Airport Security" (Item XIII, "Airport Security").~~
  3. ~~The Contractor shall have and maintain backup employees who are equally qualified in all respects to assume the responsibilities of the maintenance of this agreement in the event of sickness or other causes of absence of the assigned technicians. Contractor is to explain how you would adjust to meet these changes if short notice was given or if no notice was given.~~
  4. ~~The Contractor shall provide each employee with a uniform consisting of a shirt, pants, and jacket (jacket is optional). The uniform shall clearly identify the employee's name on the shirt as well as the Contractor's logo.~~
- C. ~~Contractor shall provide the County with a **Performance Surety Bond** in an amount equaling the lesser of \$2,000,000 or the annual price agreement amount. Contractor is to also provide a Janitorial Services Fidelity bond for a minimum of \$100,000.~~
- D. ~~Contractor has addressed in detail the overall plan for the custodial maintenance of John Wayne Airport, in response to this RFP, which includes as a minimum;~~
1. ~~tasks and procedures~~
  2. ~~personnel — crew types and sizes~~
  3. ~~supervision and quality control~~
  4. ~~equipment~~
  5. ~~schedules to accomplish custodial maintenance and maintain the expected service level~~
  6. ~~training and security~~
- E. ~~Contractors response to the RFP identifies and list potential "problem" areas of a custodial nature. Include a specific solution(s) to address these potential problem(s). Contractor has explained in their proposal response how they would respond to complaints and what they would do to cure the problem that caused the complaint (i.e. dirty restrooms, trash, carpet spots, etc).~~
- F. ~~Contractor has defined the supervision and quality control procedures proposed to ensure that all of the necessary work is accomplished in accordance with the established~~

~~performance levels and with the adjustments necessary to meet the requirements and conditions encountered during operation of the terminal. Including the following:~~

- ~~Company Management Representative (stationed at JWA)  
Project Manager stationed at JWA  
Shift Supervisor (responsibilities)  
Quality Control (methods, records, corrective actions)  
Subcontracts (tasks and subcontractors)  
Absenteeism  
Fluctuations in the number of passengers (The individual airlines change the specific aircraft designated for a specific flight based on the volume of ticket sales. If several airlines make concurrent changes in aircraft, there may be a significant increase in the number of passengers in the terminal.~~
- ~~G. Contractor has defined the proposed on-going training program for supervisory and custodial personnel so that no fluctuations in the required level of service occurs regardless of the reasons.~~
- ~~H. Contractor has defined the proposed on-going program for certification and training in the security procedures required by the Transportation Security Agency (TSA). Training is offered for new employees at the Airport. Contact Airport Operations at (949) 252-5076 for more information.~~
- ~~I. List all of the chemicals to be utilized in the performance of this work, specifically any toxic type chemicals which will be used. **No chemicals shall be utilized without JWA approval.**~~
  - ~~1. Contractor shall furnish copies of all Material Safety Data Sheets (MSDS) for all chemicals and cleaning solutions prior to the start of work and prior to their use. Please forward copies to:—  
John Wayne Airport,  
Attn: Maintenance Contract Coordinator  
3160 Airway Ave.  
Costa Mesa, CA 92626~~
  - ~~And to:— CEO, Risk Management  
— Attn: Vernon Goad  
— P.O. Box 327  
— Santa Ana, CA 92702~~

~~Contractor will post copies of all MSDS sheets in a conspicuous place in the main custodial area as required by OSHA's Hazard Communications Standard 29 CFR 1910.1200. Contractor will remove and dispose of any materials, which are or may be determined to be unacceptable for disposal through the sewer system in the EPA approved manner and at its own expense.~~

  - ~~2. No changes to the original list of chemicals submitted by the Contractor will be allowed unless with the direct approval of the Airport Maintenance Contract Coordinator. This requirement will be in force during the whole term of this proposed agreement.~~
- ~~J. The Contractor is subject to direction from Airport personnel, twenty-four hours a day, 365 days a year.~~
- ~~K. Contractor is to report all graffiti to the JWA Communications Center (852-4000) prior to removal.~~



- ~~L. The company management representative, project manager, and shift supervisors are to work solely on the John Wayne Airport contract on a full time basis. Participation by these individuals in managing contracts with other entities such as airlines, other terminal tenants, or off airport companies will not be allowed.~~

~~In addition to this, John Wayne Airport provided storage and office space will not be used by the Contractor to store supplies for servicing any other contract than John Wayne Airport. If any concurrent contracts are in place with other terminal tenants, then, those contracts must be managed by personnel other than those under this price agreement and supplies and storage will be the contractor's responsibility. Supplies for other contracts outside of JWA will be kept separate from the JWA supplies and JWA storage space. Severe contract payment deductions will be made for non-compliance of these terms.~~

#### ~~IV. GENERAL SCHEDULE OF SERVICES REQUIRED~~

- ~~A. This Agreement shall be performed so as to maintain an "as new" appearance to the terminal building and other Airport facilities. These high standards of cleanliness are to be accomplished 24 hours a day, 365 days a year, including holidays.~~
- ~~B. The Airport has a high level of public use, and a high standard of cleanliness will be maintained. All areas to be serviced hereunder shall be properly cleaned by the Contractor and all cleaning required to maintain high standards shall be performed, **whether or not detailed cleaning operations and frequencies are specifically listed.** The Contractor's employees shall respond to all requests of the Airport Maintenance Contract Coordinator for cleaning services. Due to the high standards of cleanliness needed, all cleaning will have a predetermined schedule. The Airport Maintenance Contract Coordinator can override these schedules at times to an "as needed" basis if it becomes necessary.~~
- ~~C. Within the terminal building, all major cleaning, including window washing, will be accomplished between 10:30 p.m. and 4:30 a.m. Major cleaning includes, but is not limited to, carpet cleaning, restroom detailing, stripping, waxing, buffing, high dusting, fixture cleaning, and similar work.~~
- ~~D. Escalator step treads, step faces, and side panels shall be cleaned under this contract. All surfaces shall be kept free of dirt, fingerprints, smudges, and other contaminants visible to the eye.~~
- ~~E. All Airport Elevators shall be maintained under this contract. Doors, walls, floors, ceilings, and landings shall be spot cleaned daily. All surfaces shall be kept free of dirt, fingerprints, smudges, and other contaminants visible to the eye. All foyers shall be swept and cleaned daily. All outside foyers shall be steam cleaned weekly.~~
- ~~F. Entry areas and sidewalks: from the roadway curb to the entry into the terminal and the curb and walkway area from the roadway to the East Parking Structure wall shall be steam cleaned to maintain appearance and public safety.~~
- ~~G. Minimum service hours: 24 Hours, 365 days.  
NOTE: 0430 — 2230 operating hours will require both male and female restroom attendants. Restrooms may not be closed for service. **The contractor will police the restrooms during passenger operating hours, every 15 minutes (see specific tasks listed below, Section V. Performance Schedule).**~~

~~All work under this agreement shall be performed in a manner that will minimize inconvenience to Airport employees and the traveling public. At no time between 4:30 a.m. and 10:30 p.m. are areas to be blocked off for cleaning purposes. The Contractor shall provide a substantial amount of signs to advise the public when work is in process~~

~~in the restrooms, elevators, and at all other locations where a safety issue may be a concern. The Airport Maintenance Contract Coordinator before the start of the proposed agreement must approve all signage in advance.~~

~~The work under this agreement shall begin at 4:30 a.m. on the date the contract becomes effective, at which time, all facilities will be clean and fully stocked with the restrooms supplies. Every day thereafter, the Contractor will ensure that restroom dispensers are sufficiently stocked. On the last night of the agreement all restroom dispensers will be fully stocked.~~

~~H. Areas to be serviced:~~

- ~~1. Except where specifically excluded herein, the areas to be cleaned in the following sections will include, but not be limited to, all public/employee restrooms, hallways, floors, baseboards, ceilings, ledges, walls, stairways, equipment rooms, escalators, telephone booths and kiosks, entrances, exits, elevators, furniture, passenger seating, access hatches, display cases, courtesy phones, picture frames, and award plaques at all Airport facilities. Windows, window mullions, doorframes, sign and sign bases; all sidewalks, walkways, steps and railings from building to the curb; all exterior furniture, eyewash stations, benches, and chairs at all Airport facilities. All glass partitions and railings, all exterior windows in the buildings.~~
- ~~2. Areas which are specifically excluded from this agreement and which are not to be cleaned are mechanical and electrical rooms within the parking structures; restaurants, coffee shops, leased airlines ticket counters and offices; leased basement storage rooms; other lease areas such as gift shops and snack bars.~~
- ~~3. The Contractor shall not leave any rubbish in the building after it is collected. All rubbish is to be removed from each Airport facility and deposited in containers or compactors provided by the Airport. The Contractor is responsible for providing wheeled containers (or a container which can be lifted and carried) for the purpose of moving trash from one part of the building to another. All containers for this purpose shall be approved in advance by the Airport Maintenance Contract Coordinator.~~
- ~~4. In approximately November 2004, a second temporary passenger holding terminal will be opened and will be included as part of the proposed agreement. This will be a mirrored image of the temporary holding terminal at the north end of the terminal. The square footage is 3,600 sq. ft.~~

~~I. Contractor shall report any general maintenance deficiencies directly to the Airport Maintenance Contract Coordinator, to include any plumbing problems and broken or damaged equipment. The Contractor shall also take any necessary action to restrict access to the area, post the equipment or area as inoperative, turn off water or other measures until the repair personnel arrive.~~

~~J. Schedule of Deductions (see Section XIV); John Wayne Airport reserves the right to deduct amounts exceeding those fees proposed in the schedule of deductions.~~

~~**V. PERFORMANCE SCHEDULE – JWA TERMINAL**~~

~~The Contractor shall, as a minimum, perform the following services. Please take note that there may be exceptions to these schedules.~~

~~**A. TERMINAL RESTROOMS**~~

~~The Contractor shall use strict safety standards during the cleaning operations for public safety and employee safety. This will include but is not limited to signage, and preventing tripping hazardous from hoses and cords. No un-attended supplies or equipment shall be left in a public area.~~

~~1. **TERMINAL RESTROOMS, SPECIFIC TASKS:**~~

~~a. **15-MINUTE RESTROOM INTERVALS (4:30 A.M. – 10:30 P.M.)**~~

- ~~1) Wipe down water spots from mirrors, wipe up any water puddles or drips on the countertops, sinks (using a new or clean cloth), or on the floor in front of the sinks.~~
- ~~2) Wipe up any drips (wet or dry) under urinals (using a clean cloth).~~
- ~~3) Ensure that each stall and towel dispenser is stocked with paper goods. Replace stock if needed. Ensure that soap dispensers are adequately stocked.~~
- ~~4) Ensure all infant changing tables are clean with an approved cleaner and disinfectant. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~
- ~~5) Check to see that faucets are not running or dripping water and urinals and toilets are not clogged. If clogged, attempt to unclog with a plunger only. If a clog cannot be removed after 1 minute with a plunger, call Communications Center (852-4000) to report the clog.~~
- ~~6) Empty trash containers if full.~~
- ~~7) Check for and attempt to remove any graffiti found. Report graffiti to Communications Center (852-4000) prior to removal.~~
- ~~8) Sign and date log sheet to verify the restroom inspection.~~

~~b. **TERMINAL RESTROOM DAILY/EVENINGS (11:00 P.M. – 4:00 A.M.)**~~

- ~~1) Clean and refill soap, towel, toilet tissue, sanitary napkins, paper cups, and toilet seat cover dispensers. Sufficient extra supplies shall be provided to last until next servicing.~~
- ~~2) Clean and polish mirrors with Windex or an equivalent glass and multi-surface cleaner.~~
- ~~3) Utilizing the HydroTech Portable Cleaner and Extractor Unit #HT-1500 or JWA approved equivalent, apply chemical, wash, rinse, extract and dry all toilets, sinks, fixtures, counters and floors. This must all be dry and spot free before 4:00 a.m.~~
- ~~4) Clean all infant changing tables with an approved cleaner and disinfectant. The surfaces shall be left of dirt, smudges, streaks, and other contaminants.~~

- ~~5) Deodorize sanitary napkin dispensers, with an Airport approved germicidal cleaner and acid base chemical to remove any water deposits or stains.~~
- ~~6) Empty and clean waste paper containers with a multi-surface cleaner containing a desirable fragrance, and change waxed bag in sanitary napkin disposal receptacles.~~
- ~~7) Add water and disinfectant to all floor drains. Disinfectant must be non-toxic, be able to be used in closed spaces without ventilation, and not will form a hazardous chemical compounds if mixed with other cleaning chemicals.~~
- ~~8) Remove graffiti from wall, doors, and partitions with a multi-surface cleaner without scratching the surface, ONLY after reporting it to the Communications Center.~~
- ~~9) Spot clean all doors, handles, partitions, windows, and walls using a multi-surface cleaner.~~

~~c. TERMINAL RESTROOMS WEEKLY~~

- ~~1) Clean and wet wipe down walls, toilet compartment partitions, partition doors, and door hardware with a multi-surface cleaner containing a desirable fragrance. The contractor will inform the Airport which evening this work is being performed on a schedule.~~
- ~~2) Clean metal kick plates and pull bars with a multi-surface cleaner.~~

~~d. TERMINAL RESTROOMS MONTHLY~~

- ~~1) Seal all ceramic floors with a minimum of two (2) coats of a non-slip penetrating sealer.~~
- ~~2) Clean vents by brushing and vacuuming with a Hepa filtered vacuum around ducts.~~
- ~~3) Clean floor drain grating with a multi-surface cleaner.~~

~~NOTE: The Contractor will inform the Airport Contract Services which evening these tasks are being performed on a schedule.~~

~~\* NOTE: The Contractor shall be held responsible for all damage to materials and fixtures in the restrooms that appear to be from improper cleaning techniques or tools. Deductions from monthly invoices will be made in the event that this damage occurs.~~

~~JWA is adding two additional restrooms on the non-sterile side of the terminal one man's and one woman's, each is 697 sq. ft. Construction will begin in approximately June, with an approximate open date of November, making a total of 23 restrooms.~~

~~2. TERMINAL RESTROOMS ADDITIONAL INFORMATION~~

~~a. Daily~~

~~The restrooms shall be cleaned, as needed using JWA approved cleaning methods that may include extracting floors, squeegeeing, vacuuming, wiping down counter tops, spot cleaning, and removing trash and gum. Cleaning supplies to include but not limited to solvent based products, water-soluble products, acidic products and caustic products. The Contractor is subject to direction from Airport personnel, twenty-four hours a day, 365 days a year.~~

~~All cleaning cloths shall be new or clean. Hand cloths used on toilets, floors, partitions shall not be used on counter tops **(preferably a different color cloth will be utilized to distinguish between counters and toilets and floors).**~~

~~The restrooms shall be kept free of dirt, gum, tar, graffiti, ink, luggage tracks, smudges, liquid spills, toilet or urinal overflows, and other contaminants visible to the eye.~~

~~The Contractor shall pick up or sweep all trash and paper towels found in and around the restrooms. Trash receptacles shall be emptied every fifteen minutes, or removed as needed. Trash bags shall be used and changed based on usage and contaminants.~~

~~The Contractor shall use lint free absorbent cotton towels for wiping down tile, chrome, porcelain, counter tops, stainless, and all other surfaces found in a rest room. Cleaning shall be considered complete when areas cleaned, disinfected, and are completely dry.~~

~~The Contractor shall remove debris, clean, and disinfect baskets found in each restroom stall.~~

~~Contractor shall vacuum, extract, squeegee water, towel dry, and air-dry any and all toilet, urinal, and spills as needed on a daily basis. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall notify JWA Contract Services of any and all maintenance issues requiring JWA personnel to make repairs.~~

~~Restock supplies, paper towels, toilet paper, toilet seat covers, feminine hygiene products, hand soap, and plastic trash bags.~~

~~The Contractor shall use an approved disinfectant and cleaning materials for cleaning. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall clean all mirrored surfaces using an approved glass cleaner. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall clean all stainless surfaces with approved Stainless cleaner. Stainless surfaces include, but are not limited to, ceilings, hardware, toilet paper dispensers, paper towel dispensers, trash receptacles, and drinking fountains. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall clean all toilets and urinals with an approved cleaner and disinfectant. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall clean all toilet stall doors, partitions, walls, and urinal partitions, with an approved cleaner and disinfectant. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall clean all sink and counter tops with an approved cleaner and disinfectant. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall clean all infant changing tables with an approved cleaner and disinfectant. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants. Any cleaner or disinfectant that leaves a residue that maybe harmful to an infant, shall not be used on the infant changing table.~~

**~~b. Monthly~~**

~~The Contractor shall strip, clean the tile and grout, extract, and dry the entire restroom tile area, and seal each restroom throughout JWA. The Contractor shall use a JWA approved cleaner and sealer. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants before applying grout sealer.~~

~~The Contractor shall clean all chrome surfaces with approved chrome cleaner. Chrome surfaces include, but are not limited to, faucets, water supply piping for sinks, toilets, and urinals, and chrome hardware. The surfaces shall be left free of dirt, smudges, streaks, and other contaminants.~~

~~The Contractor shall be held responsible for all damage to materials and fixtures in the restrooms, which appear to be from improper cleaning techniques or tools. Deductions from monthly invoices will be made in the event that this damage occurs.~~

~~The Contractor shall dust and clean overhead flat areas that accumulates dirt, and dust.~~

**NOTES:**

- ~~1. Excess or contaminated water used during any cleaning process shall not be disposed of or come in contact with storm drains. Portable extracting devices or equipment shall not be emptied into floor drains, airfield drains or street gutters.~~
- ~~2. Hazardous waste will be disposed of in an approved method according to California State and local laws.~~
- ~~3. All materials brought to JWA shall have the corresponding MSDS sheet. MSDS sheets shall be kept in an open area, accessible by, Contract personnel, contract services, and the public with authorization from JWA.~~
- ~~4. The Contractor shall do regular inspections of the restrooms to identify cleaning needs prior to the general public arrival.~~
- ~~5. The contractor shall keep a daily log, a report, and map of areas needing cleaning for different shifts. The contractor shall provide a copy to JWA contract personnel at the end of each week.~~
- ~~6. Custodial contractor areas within JWA shall be maintained to the same standards required throughout JWA.~~
- ~~7. Trash must be disposed of in approved methods and locations (see Section IV.)~~
- ~~8. Mops, buckets, and trash receptacles, shall be clean, disinfected, allowed to dry using JWA approved methods.~~

**~~C. TERMINAL WINDOWS~~**

**~~1. TERMINAL WINDOW CLEANING OVERVIEW~~**

~~There are approximately 76,000 square feet of glass windows in the terminal.~~



~~a.—Daily~~

~~Contractor shall clean on a daily basis all interior windows within the JWA terminal from the ground floor to the first horizontal frame.~~

~~Contractor shall clean on a daily basis all exterior windows facing the upper and the lower roadways on the JWA terminal from the ground floor to the first horizontal frame.~~

~~Windows shall be cleaned to remove dirt, fingerprints, smudges, and other contaminants visible to the eye. Clean with Windex or an equivalent glass and multi-surface cleaner. Windows shall be kept free of dirt, fingerprints, smudges, and other contaminants visible to the eye.~~

~~b.—Monthly~~

~~Contractor shall clean on a monthly basis interior and exterior windows and windowsills at the JWA terminal from the floor/ground to their highest point. With the exception of the “rotated square” and Exterior sterile side windows.~~

~~c.—Yearly~~

~~Contractor shall clean on a yearly basis the exterior and interior glass of the “rotated square” area and all exterior glass of the Terminal sterile side.~~

~~Contractor shall clean on a yearly basis the windows over the sconces facing west over the Ticket Counters and the windows over the sconces on the East-facing wall in the Gate area.~~

~~Notes:~~

~~There are eyes and beams on the terminal roof for attaching scaffolding.~~

~~High windows and glass shall be cleaned simultaneously during the annual high cleaning of the terminal.~~

~~High windows and glass cleaning shall be done between the hours of 11:00 P.M. and 4:00 A.M.~~

~~All equipment shall be removed by 4:00 A.M.~~

~~d.—Other Glass~~

~~The Contractor shall clean all other glass on a daily basis not described in the above instructions. Other glass includes the escalators, art display cabinets, and glass safety railing surrounding baggage claim areas.~~

~~The other glass requirement shall be done as a separate requirement and does not satisfy the as needed, daily, monthly, or yearly requirement.~~

~~Notes:~~

- ~~1.—Windows shall be cleaned using an approved JWA cleaning solution.~~

- ~~2. Clean shall be defined as free of dirt, fingerprints, smudges, streaks, smears, and other contaminants visible to the eye.~~
- ~~3. Excess or contaminated water used for window cleaning shall not come in contact with storm drains.~~
- ~~4. Hazardous waste will be disposed of in an approved method according to California State and local laws.~~
- ~~5. All materials brought to JWA shall have the corresponding MSDS sheet. MSDS sheets shall be kept in an open area, accessible by employees of JWA, Contract personnel, and the public with authorization from JWA personnel.~~
- ~~6. The Contractor shall do regular inspections of the windows and glass to identify cleaning needs before the general public using JWA arrives.~~

## ~~VI. TERMINAL OVERALL CLEANING~~

### ~~A. Daily~~

- ~~1. Clean all interior non-carpeted building areas with HydroTech Portable Cleaner and Extractor Unit # HT-1500 or JWA approved equivalent.~~
- ~~2. Clean all Baggage Make-up and break areas with the HydroTech Unit # HT-1500.~~
- ~~3. Contractor will be responsible for sweeping and cleaning ramp 20' out from the Terminal. The area will include ramp stairwells.~~
- ~~4. The Contractor shall clean the FIDS/BIDS monitors with Windex or an Airport approved equivalent glass and multi-surface cleaner as part of the regular daily service.~~
- ~~5. With a multi-surface cleaner, clean all the interior and exterior doors and frames. Doors shall be kept free of dirt, fingerprints, smudges, and other contaminants visible to the eye.~~
- ~~6. Empty all wastebaskets and other trash containers in all areas including offices and promptly carry trash to compactor area. **Trash on the sterile side of Terminal shall be emptied every 15 minutes or more frequently as needed. Change liners daily or more frequently as needed.**~~
- ~~7. Clean all telephone and door hardware using new or clean cloths and a hospital grade disinfectant.~~
- ~~8. On a daily basis, with a new or clean cloth, thoroughly clean all walls, partitions and counters (remove spots, stains and smudges).
  - ~~a. On Corian countertops use Stone Care International's Deep Cleaner or an approved equivalent.~~~~
- ~~9. Remove all trash from the loading dock area (contractor will be held responsible for trash jamming the sump pump). Extract around trash compactor area with an approved hospital grade disinfectant cleaner with a kill rate of 99.999% after 10 minutes contact time.~~

- ~~10. Both inside and outside the building, clean, disinfect, and polish all drinking fountains. Disinfect with an approved hospital-grade disinfectant cleaner with a kill rate of 99.999% after 10 minutes contact time. Clean using new or clean cloths.~~
- ~~11. Clean outside all entrance and exit areas, empty trash containers, and clean and service ashtrays and sand urns. Assure all ashtrays and sand urns are 20' from all exits and entrances.~~
- ~~12. Keep custodial closet clean and orderly.~~
- ~~13. Promptly clean all areas soiled by spills.~~
- ~~14. Clean tabletops in the EOC kitchen, and vending areas in baggage makeup with a multi-surface cleaner.~~
- ~~15. Remove all graffiti only after reporting it.~~
- ~~16. Daily vacuum 44 walk-off mats.~~
- ~~17. Remove marks and spots from carpets and from resilient floors in corridors and traffic lanes.~~

**~~B. Weekly~~**

- ~~1. Thoroughly vacuum all floor and wall carpeted areas, including detailed vacuuming in areas which normal vacuuming does not reach.~~
- ~~2. Thoroughly clean upper roadway Westside painted wall. (Painted wall starts north of North upper roadway entrance area and ends south of South upper roadway entrance area).~~
- ~~3. Extract all resilient floors; making sure grout and tile are clean.~~
- ~~4. Extract sidewalks, porches, ramps, and exterior steps.~~
- ~~5. Spot clean, remove gum and foreign matter from the top and underside of all terminal seating furniture and any other fixtures.~~

**~~C. Every Two Weeks~~**

- ~~1. With clean dustless cloths, dust desks, chairs, tables, telephones, file cabinets, windowsills, shelves, lamps, and other office furniture, partitions, ledges, and partition frames.~~
- ~~2. Using a JWA approved cleaner, thoroughly clean walls and partitions, including partition glass.~~
- ~~3. Using new or clean cloths, clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, and staircases.~~
- ~~4. Extract and scrub all entrances, porches, and sidewalks. The Contractor will inform the Airport which evening this work is being performed on a schedule. Contractor will ensure that trash, water or any foreign matter will not fall, flow, spill, or be swept into elevator pits.~~

**~~D. Monthly~~**

- ~~1. Clean all, exterior window ledges, and doors inside and out except sterile side windows.~~
- ~~2. Extract and clean all resilient floors using Stone Care International's Marbanist or an equivalent concentrated stone floor cleaner, wax, and buff. (Provide more frequent spot floor finish correction when requested by the Airport Maintenance Contract Coordinator.) Assure compliance with safety standards and friction requirements of the ADA (Americans with Disabilities Act). The ADA Guidelines recommend "a static coefficient of friction" of 0.6 for level surfaces and 0.8 for ramps. The Contractor will inform the Airport which evening this work is being performed on a schedule.~~
- ~~3. Roll up & vacuum under all 44 walk-off mats.~~

~~E. Quarterly~~

- ~~1. With a multi-surface cleaner and new clean cloths, wash out all wastebaskets and rubbish containers, and wipe containers down.~~
- ~~2. All aluminum HVAC diffusers shall be cleaned at regular intervals by vacuuming with only Hepa filtered equipment and or with a multi-surface cleaner.~~
- ~~3. Vacuum upholstered furniture and wipe clean; using new or clean cloths wipe all metal and wood furniture.~~

~~F. Semi-Annually~~

- ~~1. Strip all resilient floors, Clean floors using Stone Care International's Marbanist or equivalent concentrated stone floor cleaner, wax, and buff. (Provide more frequent spot floor finish correction when requested by the Airport Maintenance Contract Coordinator.) Marble flooring and walls were initially coated to prevent moisture intrusion. Appearance and public safety are to be maintained at all times.~~

~~Assure compliance with safety standards and friction requirements of the ADA (Americans with Disabilities Act). The ADA Guidelines recommend "a static coefficient of friction" of 0.6 for level surfaces and 0.8 for ramps.~~

~~The routine maintenance and safety items associated with this flooring need to be addressed, in detail, in the proposal response.~~

- ~~2. Remove all foreign matter and completely wash all terminal seating furniture with a multi-surface cleaner using new or in clean condition cloths.~~

~~NOTE: The Contractor will inform the Airport which evening these tasks are being performed on a schedule.~~

~~G. Annually~~

- ~~1. Clean and polish wood, metal, Formica-type furniture, counters, and partitions using new or clean cloths.~~
- ~~2. Brush and clean all ceiling vents and grills, doors, walls, and partition surfaces, and door vents with only Hepa filtered equipment and a multi-surface cleaner.~~

~~H. Custodial Closets:~~

~~The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall~~

~~be kept in a neat, clean and orderly manner at all times and shall become part of the regular inspection.~~

~~Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in containers approved by the State Fire Marshal. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sink, whether porcelain or stainless steel is to be kept clean and polished at all times.~~

## ~~VII. PERFORMANCE JWA 3160 AIRWAY~~

~~The Contractor shall, as a minimum, perform the following services at JWA Administration Office Building.~~

### ~~A. OFFICE AREAS, CORRIDORS AND ENTRIES~~

#### ~~1. DAILY SERVICES:~~

~~Using new or clean cloths with a multi-surface cleaner, clean and remove smudges from entry door glass.~~

~~Polish all entry handles, doorplates and metal trim using new or clean cloths.~~

~~With Windex or an equivalent glass and multi-surface cleaner using new or clean cloths, wipe clean all glass, wood or metal doors and doorjamb.~~

~~Screen all sand urns of butts and debris. Clean container and add sand as needed. Assure all ashtrays and sand urns are 20' from all exits and entrances.~~

~~Empty all trash receptacles, clean container with a multi-surface cleaner and replace plastic liner.~~

~~The Contractor will specify the grade, brand name, bag mil thickness, and specifications (if applicable) of all disposable rubbish liners.~~

~~The minimum mil thicknesses for liners are listed below. The grade, bag mil thickness, and specifications of all disposable rubbish liners.~~

- ~~1. Small liners (8-10 gallon capacity) 0.04 mil per liner~~
- ~~2. Medium liners (20-30 gallon capacity) 1.00 mil per liner~~
- ~~3. Large liners (40-45 gallon capacity) 0.75 mil per~~

~~Dust and clean all horizontal surfaces ten feet and below using only Hepa filtered equipment and/or dustless sweeping cloths.~~

~~Vacuum (machine that has counter rotating brushed) all carpet areas completely using Hepa filtered commercial grade equipment and remove spots.~~

- ~~• The Contractor shall spot extract all spills found and reported during the day.~~
- ~~• Carpet shall be cleaned using a JWA approved cleaning methods which may include vacuuming, spot cleaning, spot extracting, and gum removal. The carpet shall be kept free of dirt, gum, tar, ink, luggage tracks, smudges, liquid spills, and other contaminants visible to the eye.~~

~~Extract hard surface floors.~~

~~Using clean or new cloths, clean and remove smudges and marks on walls, and wall coverings using a multi-surface cleaner.~~

~~Clean, polish, and sanitize all drinking fountains using new or clean cloths. Disinfect with a JWA approved hospital grade disinfectant cleaner with a kill rate of 99.999% after 10 minutes contact time.~~

~~Using dustless cloths, dust, polish and straighten all furniture as needed.~~

~~Dust and clean using Hepa filtered equipment and or dustless cloths, all lobby and corridor signage.~~

~~Report any lights burned out.~~

~~Sweep outside entries front & rear.~~

~~Secure all doors and turn off appropriate lights upon completion of work assignments.~~

~~**Provide Day Porter five (5) days a week (Mon-Fri.) to provide custodial services 2 hours per day from 1pm to 3pm.**~~

## ~~2. WEEKLY SERVICES~~

~~Using Hepa filtered equipment and or dustless sweeping cloths, dust and clean and polish all baseboards.~~

~~Dust all ledges and exit signs using Hepa filtered equipment and or clean dustless cloths.~~

~~Dust all walls eight feet and blow.~~

## ~~3. MONTHLY SERVICES~~

~~Strip, reseal with non-slip penetrating sealer, or refinish common area floors as necessary. Assure compliance with safety standards and friction requirements of the ADA (Americans with Disabilities Act). The ADA Guidelines recommend "a static coefficient of friction" of 0.6 for level surfaces and 0.8 for ramps.~~

~~Telephone/Electric rooms will be cleaned and tile floor stripped, reseal with non-slip penetrating sealer, or refinished as needed.~~

~~Perform full extraction cleaning of carpeted areas.~~

## ~~4. QUARTERLY SERVICES~~

~~Brush and clean all ceilings; vents and grills using Hepa filtered equipment and or clean dustless cloths.~~

~~Using Hepa filtered equipment and or clean dustless sweeping cloths dust and clean high ceiling corners and entryways.~~

~~Extract all carpets with specified equipment to maintain high level of appearance.~~

~~Clean all windows inside and outside.~~



**B. RESTROOMS**

**1. DAILY SERVICES**

~~Dust and clean restroom signage and doors with a multi-surface cleaner.~~

~~Extract tile floors, paying particular attention to areas under urinals and toilet bowls.~~

~~Using the HydroTech Portable Cleaner & Extractor Unit #HT-1500 or JWA approved equivalent equipment and chemicals, apply chemical, wash, rinse, extract and dry all toilets, sinks, fixtures, counters, and floors. These must all be dry and spot free by 5:00 a.m.~~

~~Empty, clean, sanitize and polish all paper dispensers, replacing liners as necessary.~~

~~With Windex or an equivalent glass and multi-surface cleaner, clean and polish all mirrors.~~

~~Dust ledges and base boards with dustless cloths.~~

~~Damp wipe, polish and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean out covers and doorknobs.~~

~~Spot clean with hospital grade disinfectant cleaner all partitions and tile walls. (Report any graffiti and remove if possible).~~

~~Fill all toilet tissue, seat covers, soap, towel, and sanitary napkin dispensers as necessary.~~

~~Report all burned out lights, leaking faucets, running plumbing or other maintenance needs.~~

~~Janitor carts will not be brought into restroom areas or used to prop open doors.~~

~~Restroom doors will be propped open with a rubber stop and sign indicating restroom closed for cleaning placed outside.~~

**2. SEMI-WEEKLY SERVICES (TWO TIMES PER WEEK)**

~~Pour water down floor drains where required, to prevent sewer gasses from escaping.~~

**3. WEEKLY SERVICES**

~~Wash down all walls with a hospital grade disinfectant cleaner.~~

~~Wash all waste containers and disinfect with hospital grade disinfectant.~~

~~Clean and polish all doors, doorplates, and hardware.~~

**4. MONTHLY SERVICES**

~~Wipe clean all ceilings, lights and fixtures with dustless cloths.~~

~~Detail all toilet compartments and fixtures.~~

~~-Seal all ceramic floors with a minimum of two (2) coats of a non-slip penetrating sealer.~~

~~C. KITCHEN, VENDING AREA OR LUNCHROOM~~

~~1. DAILY SERVICES FIVE (5) DAYS PER WEEK~~

~~Using a hospital-grade disinfectant cleaner and new or clean cloth:~~

- ~~• Clean counter top and sink if empty.~~
- ~~• Wipe outside of microwave and refrigerator with a hospital grade disinfectant cleaner and new or clean cloth.~~
- ~~• Damp mop floor with a clean or new mop head.~~
- ~~• Wipe off tables and chairs and arrange.~~
- ~~• Friday afternoons clean out refrigerators.~~
- ~~• Empty trash.~~

~~TOTAL SQUARE FOOTAGE OF BUILDINGS (Not shown on Job Walk)~~

<del>1. Dove Street County Rest Rooms</del>	<del>222 sq. ft.</del>
<del>2. Maintenance White Trailer Rest Room</del>	<del>54 sq. ft.</del>
<del>3. Maintenance Building:</del>	
<del>    a. Rest Rooms Total</del>	<del>123 sq. ft.</del>
<del>    b. Lunch Room</del>	<del>234 sq. ft.</del>
<del>    c. Offices</del>	<del>393 sq. ft.</del>
<del>4. Jay's Rest Room</del>	<del>72 sq. ft.</del>
<del>5. Pilot's Lounge</del>	<del>224 sq. ft.</del>
<del>6. TSA:</del>	
<del>    a. Rest Rooms Total</del>	<del>680 sq. ft.</del>
<del>    b. Lunch Room</del>	<del>656 sq. ft.</del>
<del>    c. Offices</del>	<del>826 sq. ft.</del>
<del>    d. Locker Room</del>	<del>532 sq. ft.</del>

**IV. SERVICE AREAS**

- a. **Administration Building at 3160 Airway Ave.:** The administration building is 39,397 square feet in overall size and comprised of 75 offices, 23 cubicles, one (1) kitchen, five (5) conference rooms,

one (1) central files area, five (5) office equipment areas, two (2) reception areas, one (1) lobby, seven (7) restrooms, one legal (1) library, and other common areas.

**Hours:** 4:00 a.m. to 6:00 p.m. Monday through Friday with staff occasionally working additional hours.

- b. **Facilities trailer at 3160 Airway Ave. used for Facilities Contracts:** Trailer is 600 square feet in overall size and comprised of Two (2) offices and one (1) common area.

**Hours:** 4:00 a.m. to 12:00 a.m. Monday through Friday with staff occasionally working additional hours and holidays.

- c. **Facilities trailer at 3160 Airway Ave. occupied by Faithful and Gould:** The Facilities trailer is 600 square feet in overall size and comprised of four (4) offices, one (1) common area, and one (1) common hallway.

**Hours:** 6:00 a.m. to 6:00 p.m. Monday through Friday with staff occasionally working additional hours and holidays.

- d. **Office building at 366 Paularino:** Building is 8,100 square feet in overall size with 2,500 square feet requiring janitorial services and is comprised of two (2) offices, 11 cubicles, one (1) kitchen, one (1) conference room, two (2) office equipment areas, one (1) reception area and lobby, four (4) restrooms, and other common areas.

**Hours:** 6:00 a.m. to 6:00 p.m. Monday through Friday with staff occasionally working additional hours and holidays.

- e. **Parking structure A1 Elevators and Elevator lobbies:** There are four (4) elevator lobbies each 375 square feet, for a total of 1,500 square feet, with three (3) elevators servicing each floor. Each elevator is 60 square feet for a total of 180 square feet. Both elevator lobbies and elevators require janitorial services.

**Hours:** 24 hours a day, seven (7) days a week 365 days a year.

**Parking structure A2 Elevators and Elevator lobbies:** There are four (4) elevator lobbies each 500 square feet, for a total of 2,000 square feet, with three (3) elevators servicing each floor. Each elevator is 60 square feet for a total of 180 square feet. Both the elevator lobbies and elevators require janitorial services.

**Hours:** 24 hours a day, seven (7) days a week 365 days a year.

- f. **Parking structure B2 Elevators and Elevator lobbies:** There are four (4) elevator lobbies each 500 square feet, for a total of 2,000 square feet, with three (3) elevators servicing each floor. Each elevator is 60 square feet for a total of 180 square feet. Both the elevator lobbies and elevators require janitorial services.

**Hours:** 24 hours a day, seven (7) days a week 365 days a year.

- g. **Airfield Superintendant Trailer:** Trailer is 5520 square feet in overall size with 200 square feet requiring janitorial services and is comprised of one (1) common area and one (1) office.

**Hours:** 4:00 a.m. to 6:00 p.m. Monday through Friday with staff occasionally working additional hours and holidays.

- h. **Airfield Maintenance Building:** The maintenance building is 5,500 square feet in overall size with 700 square feet requiring janitorial services and is comprised of one (1) office, one (1) lunch room, two (2) restrooms, and one (1) shower.

**Hours:** 24 hours a day, seven (7) days a week, 365 days a year.

- i. **Airfield Maintenance Supervisor's Trailer:** Trailer is 1,320 square feet in overall size with 600 square feet requiring janitorial services and is comprised of one (1) common area and one (1) office.  
**Hours:** 24 hours a day Monday through Friday with staff occasionally working additional hours and holidays.
- j. **Airfield Maintenance Lockers Trailer:** Trailer is 1,440 square feet in overall size with 1,200 square feet requiring janitorial services and is comprised of one (1) entry way, one (1) common area, two (2) changing areas, two (2) shower room and one (1) restroom.  
**Hours:** 24 hours a day, seven (7) days a week, 365 days a year.
- k. **Airfield Restroom at Jay's Gate: Airfield:** Airfield restroom is 1,210 square feet in overall size requiring janitorial services and is comprised of one (1) restroom.  
**Hours:** 24 hours a day, seven (7) days a week, 365 days a year.
- l. **Airfield Restroom at Pilot's Lounge:** Restrooms is 300 square feet in overall size with an exterior seating area of 600 square feet for a total of 900 square feet requiring janitorial services and is comprised of two (2) restrooms and one (1) seating area.  
**Hours:** 24 hours a day, seven (7) days a week, 365 days a year.
- m. **The New Hanger at 19441 Campus Drive, Santa Ana:** Hanger is 16,000 square feet in overall size with 300 square feet requiring janitorial services and is comprised of two (2) restrooms.  
**Hours:** 24 hours a day, seven (7) days a week, 365 days a year.
- n. **The Old Hanger at 19461 Campus Drive, Santa Ana:** Hanger is 15,115 square feet in overall size with 300 square feet requiring janitorial services and is comprised of two (2) restrooms  
**Hours:** 24 hours a day, seven (7) days a week, 365 days a year.
- o. **GTC Elevator and Elevator lobbies:** There are two (2) lobbies each equaling 80 square feet and one (1) elevator equaling sixty (60) square feet for a total of 240 square feet requiring janitorial services.  
**Hours:** 24 hours a day, seven (7) days a week, 365 days a year.
- p. **TSA North & South:** Building is 5,500 square feet with only 1,200 square feet requiring janitorial service. Service area is comprised of one (1) office, one (1) kitchen and two (2) restrooms.  
**Hours:** 4:00 a.m. to 11:00 p.m., seven (7) days a week.
- q. **Taxi Mobile Restroom Unit:** Trailer is 720 square feet comprised of six (6) toilets, two (2) urinals, four (4) sinks, and one storage area.  
**Hours:** 5:00 a.m. to 11:00 p.m., seven (7) days a week with staff occasionally working additional hours and holidays.
- r. **Passenger holding areas (1 ABC & 14 ABC):** Holding areas are comprised of 6,000 square feet of modular trailer units. Each interior is comprised of two (2) restrooms, three (3) gates and one (1) common seating area.  
**Hours:** Vary between 5:30 a.m. and 11:00 p.m., seven (7) days a week.
- s. **Loading Bridges:** Each of the 14 passenger Loading Bridges is approximately 480 square feet for a total of 6,720 square feet.  
**Hours:** Vary between 5:30 a.m. to 11:00 p.m., seven (7) days a week.

~~I. Terminal Public Areas (Interior)~~

~~A. Departure Level, Gate 1A to Gate 14A~~

- ~~1. Jetways~~
- ~~2. carpet~~
- ~~3. canopies~~
- ~~4. doors and door hardware~~
- ~~5. door thresholds and door frames~~
- ~~6. all stainless steel~~
- ~~7. walls~~
- ~~8. floors~~
- ~~9. signage~~

~~B. Passenger Seating Areas~~

- ~~1. carpet~~
- ~~2. passenger seating and tables~~
- ~~3. floors~~
- ~~4. all stainless steel~~
- ~~5. gate check-ins~~
- ~~6. gate kiosks~~
- ~~7. trash receptacles~~
- ~~8. vents, registers, and diffusers~~
- ~~9. telephone counters/seats and kiosks~~
- ~~10. window mullions and frames~~
- ~~11. display monitors and bases~~
- ~~12. walls~~
- ~~13. doors and door hardware~~
- ~~14. door thresholds and door frames~~
- ~~15. signage~~
- ~~16. floor and wall expansion joints~~
- ~~17. display cases~~
- ~~18. drinking fountains~~
- ~~19. clocks~~
- ~~20. columns~~
- ~~21. fire extinguisher boxes~~
- ~~22. all ceilings~~

~~C. Food court and concession areas~~

- ~~1. chairs~~
- ~~2. tables~~
- ~~3. carpet~~
- ~~4. carpeted ramps~~
- ~~5. benches~~
- ~~6. steel frame~~
- ~~7. floors~~
- ~~8. floor and wall expansion joints~~
- ~~9. planters~~
- ~~10. drinking fountains~~
- ~~11. clocks~~
- ~~12. vents, registers, and diffusers~~
- ~~13. columns~~
- ~~14. fire extinguisher boxes~~
- ~~15. stainless steel~~
- ~~16. display cases~~
- ~~17. telephone counters/seats and kiosks~~

- ~~18. signage~~
- ~~19. doors and door hardware~~
- ~~20. door thresholds and door frames~~
- ~~21. all ceilings~~

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~~D. Departure Level, North Ticketing to South Ticketing~~

- ~~1. In Front of North Ticket Counters~~
  - ~~a. carpet~~
  - ~~b. marble floors~~
  - ~~c. benches~~
  - ~~d. walls~~
  - ~~e. vents, registers, and diffusers~~
  - ~~f. signage including ceiling hung counter signs~~
  - ~~g. doors and door hardware~~
  - ~~h. door thresholds~~
  - ~~i. display monitors and bases~~
  - ~~j. trash receptacles~~
  - ~~k. floor and wall expansion joints~~
  - ~~l. telephone kiosks~~
  - ~~m. clocks~~
  - ~~n. fire extinguisher boxes~~
  - ~~o. all miscellaneous stainless steel~~
  - ~~p. window mullions and frames~~
  - ~~q. all ceilings~~
  
- ~~2. Area from North Ticketing to South Ticketing~~
  - ~~a. carpet~~
  - ~~b. floors (marble)~~
  - ~~c. benches~~
  - ~~d. walls~~
  - ~~e. vents, registers, and diffusers~~
  - ~~f. signage~~
  - ~~g. roof above County Offices and Concessions~~
  - ~~h. doors and door hardware~~
  - ~~i. door thresholds~~
  - ~~j. display monitors and bases~~
  - ~~k. trash receptacles~~
  - ~~l. floor and wall expansion joints~~
  - ~~m. planters~~
  - ~~n. display cases~~
  - ~~o. roll-down security grills~~
  - ~~p. drinking fountains~~
  - ~~q. clocks~~
  - ~~r. columns~~
  - ~~s. fire extinguisher boxes~~
  - ~~t. stainless steel~~
  - ~~u. all ceilings~~
  
- ~~3. In Front of South Ticket Counters~~
  - ~~a. carpet~~
  - ~~b. floors (marble)~~
  - ~~c. benches~~
  - ~~d. walls~~
  - ~~e. vents, registers, and diffusers~~
  - ~~f. signage including ceiling hung counter signs~~
  - ~~g. doors and door hardware~~

- ~~h. door thresholds~~
- ~~i. display monitors and bases~~
- ~~j. trash receptacles~~
- ~~k. floor and wall expansion joints~~
- ~~l. telephone kiosks~~
- ~~m. clocks~~
- ~~n. fire extinguisher boxes~~
- ~~o. stainless steel, miscellaneous~~
- ~~p. window mullions and frames~~

~~E. Arrival Level, South Baggage Claim 1 to North Baggage Claim 4~~

~~1. Baggage Claim 1 & 2~~

- ~~a. baggage claim office corridor~~
  - ~~1) carpet~~
  - ~~2) walls~~
  - ~~3) doors and hardware~~
  - ~~4) door thresholds and door frame~~
  - ~~5) ceiling~~
- ~~b. carpet~~
  - ~~1) benches~~
  - ~~2) walls~~
  - ~~3) vents, registers, and diffusers~~
  - ~~4) signage~~
  - ~~5) doors and door hardware~~
  - ~~6) door thresholds~~
  - ~~7) display monitors and bases~~
  - ~~8) roll-down security screens~~
  - ~~9) escalators (complete unit)~~
  - ~~10) information booth~~
  - ~~11) baggage carousel and chute to wall~~
  - ~~12) oversize baggage chute~~
  - ~~13) telephone counters~~
  - ~~14) trash receptacles~~
  - ~~15) clocks~~
  - ~~16) columns~~
  - ~~17) fire extinguisher boxes~~
  - ~~18) stainless steel~~
  - ~~19) telephone courtesy board~~
  - ~~20) all ceilings~~

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~~2. Area Between Baggage Claims (Meet & Greet)~~

- ~~a. carpet~~
- ~~b. floors~~
- ~~c. benches~~
- ~~d. walls~~
- ~~e. columns~~
- ~~f. vents, registers, and diffusers~~
- ~~g. doors and door hardware~~
- ~~h. water fountains~~
- ~~i. signage~~
- ~~j. statue~~
- ~~k. planters~~
- ~~l. palm tree bases~~
- ~~m. steel frame~~



- ~~n. trash receptacles~~
- ~~o. clocks~~
- ~~p. fire extinguisher boxes~~
- ~~q. stainless steel~~

~~3. Baggage Claim 3 and 4~~

- ~~a. baggage claim office corridor~~
  - ~~1) carpet~~
  - ~~2) walls~~
  - ~~3) doors and hardware~~
  - ~~4) door thresholds and door frame~~
  - ~~5) ceiling~~
- ~~b. carpet~~
- ~~c. benches~~
- ~~d. walls~~
- ~~e. vents, registers, and diffusers~~
- ~~f. signage~~
- ~~g. doors and door hardware~~
- ~~h. door thresholds~~
- ~~i. display monitors and bases~~
- ~~j. roll-down security screens~~
- ~~k. escalators (complete unit)~~
- ~~l. information booth~~
- ~~m. baggage carousel and chute to wall~~
- ~~n. oversize baggage chute~~
- ~~o. telephone counters~~
- ~~p. trash receptacles~~
- ~~q. clocks~~
- ~~r. columns~~
- ~~s. fire extinguisher boxes~~
- ~~t. stainless steel~~
- ~~u. telephone courtesy board~~
- ~~v. all ceilings~~

~~II. Terminal Public Areas (Exterior)~~

~~A. Departure Level, A1 Parking to B1 Parking~~

~~1. Landing between A1 Parking and Terminal~~

- ~~a. floor~~
- ~~b. railings~~
- ~~c. news racks~~
- ~~d. floor and wall expansion joints~~
- ~~e. walls~~
- ~~f. floor drains~~
- ~~g. trash receptacles~~
- ~~h. ashtrays~~
- ~~i. sidewalk~~
- ~~j. ceiling~~
- ~~k. walk-off mats~~

~~2. North Skycap~~

- ~~a. all stainless steel~~
- ~~b. floor~~

- ~~— c. walls~~
- ~~— d. columns~~
- ~~— e. news racks~~
- ~~— f. floor expansion joint~~
- ~~— g. signage~~
- ~~— h. floor drain grates~~
- ~~— i. sidewalk, curb and gutter~~
- ~~— j. trash receptacles~~
- ~~— k. ashtrays~~
- ~~— l. cabinets~~
- ~~— m. display monitors and cabinet~~
- ~~— n. ceiling~~
- ~~— o. walk off mats~~

~~3. Area from North Skycap to South Skycap~~

- ~~— a. floors~~
- ~~— b. walls~~
- ~~— c. crosswalks~~
- ~~— d. expansion joints~~
- ~~— e. floor drain grates~~
- ~~— f. signage~~
- ~~— g. trash receptacles~~
- ~~— h. ashtrays~~
- ~~— i. sidewalk, curb and gutter~~
- ~~— j. walk off mats~~

~~4. South Skycap~~

- ~~a. stainless steel~~
- ~~b. floor~~
- ~~c. walls~~
- ~~d. columns~~
- ~~e. news racks~~
- ~~f. floor expansion joint~~
- ~~g. signage~~
- ~~h. floor drain grates~~
- ~~i. sidewalk, curb and gutter~~
- ~~j. trash receptacles~~
- ~~k. ashtrays~~
- ~~l. cabinets~~
- ~~m. display monitors and cabinet~~
- ~~n. ceiling~~
- ~~e. walk off mats~~

~~5. Landing between B1 Parking and Terminal~~

- ~~a. landing floor~~
- ~~b. railings~~
- ~~c. news racks~~
- ~~d. floor and wall expansion joints~~
- ~~e. walls~~
- ~~f. floor drains~~
- ~~g. trash receptacles~~
- ~~h. ashtrays~~
- ~~i. sidewalk~~
- ~~j. ceiling~~

~~k. walk off mats~~

~~B. Arrival Level, A1 Parking to B1 Parking~~

~~1. A1 Parking to B1 Parking~~

- ~~a. sidewalk, curb and gutter~~
- ~~b. crosswalks~~
- ~~c. benches~~
- ~~d. planters~~
- ~~e. news racks~~
- ~~f. doors, frames, and door hardware~~
- ~~g. door thresholds~~
- ~~h. signage~~
- ~~i. columns~~
- ~~j. trash receptacles~~
- ~~k. bell stand~~
- ~~l. mailboxes~~
- ~~m. vents, registers, and diffusers~~
- ~~n. floor drain grates~~
- ~~o. walk off mats~~

~~III. Terminal Non-Public Areas (Interior)~~

~~A. Departure Level, Gate 1A to Gate 14A~~

- ~~1. All exterior stairways leading down to commercial ramp~~
  - ~~a. railings~~
  - ~~b. landings~~
  - ~~c. stairs~~
  
- ~~2. South Emergency Stairway to Arrival Level~~
  - ~~a. doors, frame, and door hardware~~
  - ~~b. door thresholds~~
  - ~~c. walkway~~
  - ~~d. stairs~~
  - ~~e. landings~~
  - ~~f. railings~~
  
- ~~3. Hallway across Gate 4 to Elevator 7~~
  - ~~a. doors and door hardware~~
  - ~~b. door threshold and door frame~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floors~~
  - ~~e. walls~~
  - ~~f. ceiling~~
  - ~~g. custodial office~~
    - ~~1) doors and door hardware~~
    - ~~2) door threshold and door frame~~
    - ~~3) walls~~
    - ~~4) floors~~
    - ~~5) sinks~~
    - ~~6) vents, registers, and diffusers~~
    - ~~7) ceiling~~
  - ~~h. stairway to roof~~
    - ~~1) stairs~~
    - ~~2) doors and door hardware~~

- ~~3) door threshold and door frame~~
- ~~4) upper and lower stair landings~~
- ~~5) railings~~
- ~~6) walls~~

- ~~i. doors to emergency stairs~~
  - ~~1) doors and door hardware~~
  - ~~2) door threshold and door frame~~

~~4. Janitors Closet Across Gate 4~~

- ~~a. doors and door hardware~~
- ~~b. door threshold and door frame~~
- ~~c. walls~~
- ~~d. floors~~
- ~~e. sinks~~
- ~~f. vents, registers, and diffusers~~
- ~~g. shelves~~
- ~~h. pipes~~
- ~~i. ceiling~~
- ~~j. shelving~~

~~5. Screening Point Security Rooms~~

- ~~a. doors and door hardware~~
- ~~b. door threshold and door frame~~
- ~~c. walls~~
- ~~d. floor~~
- ~~e. ceiling~~
- ~~f. desks~~
- ~~g. chairs~~

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~~6. Hallway across Gate#11 to Elevator #8~~

- ~~a. doors and door hardware~~
- ~~b. door threshold and door frame~~
- ~~c. vents, registers, and diffusers~~
- ~~d. floors~~
- ~~e. walls~~
- ~~f. ceiling~~
- ~~g. stairway to roof~~
  - ~~1) stairs~~
  - ~~2) doors and door hardware~~
  - ~~3) door threshold and door frame~~
  - ~~4) upper and lower stair landings~~
  - ~~5) railings~~
  - ~~6) walls~~
- ~~h. doors to emergency stairs~~
  - ~~1) doors and door hardware~~
  - ~~2) door threshold and door frame~~

~~7. Janitors Closet Across Gate 11~~

- ~~a. doors and door hardware~~
- ~~b. door threshold and door frame~~
- ~~c. walls~~
- ~~d. floors~~
- ~~e. sinks~~
- ~~f. vents, registers, and diffusers~~
- ~~g. shelves~~
- ~~h. pipes~~

EXHIBIT L

- i. ~~ceiling~~
- j. ~~shelving~~

~~B. Departure Level, North Ticketing~~

- ~~1. From ticket counter door to stairwell door~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. ceiling~~
  
- ~~2. From stairwell door to baggage make-up door~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. stairs~~
  - ~~g. railings~~
  - ~~h. ceiling~~
  
- ~~3. Stairwell Across Gate 7, up and down to next landing~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. floors/landings~~
  - ~~d. railings~~
  - ~~e. walls~~
  - ~~f. piping~~
  - ~~g. ceiling~~
  
- ~~4. Stairwell Across Gate 8, up and down to next landing~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. floors/landings~~
  - ~~d. handrails~~
  - ~~e. walls~~
  - ~~f. piping~~
  - ~~g. ceiling~~
  
- ~~5. Janitors Closet in Men's Restroom Adjacent Room 223~~
  - ~~a. doors and door hardware~~
  - ~~b. door threshold and door frame~~
  - ~~c. walls~~
  - ~~d. floors~~
  - ~~e. sinks~~
  - ~~f. vents, registers, and diffusers~~
  - ~~g. shelves~~
  - ~~h. pipes~~
  - ~~i. ceiling~~
  - ~~j. shelving~~

~~C. Departure Level, South Ticketing~~

- ~~1. From ticket counter door to stairwell door~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~

- ~~c. vents, registers, and diffusers~~
- ~~d. floor~~
- ~~e. walls~~
- ~~f. ceiling~~

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- ~~2. From stairwell door to baggage make-up door~~
    - ~~a. doors and door hardware~~
    - ~~b. door thresholds and door frames~~
    - ~~c. vents, registers, and diffusers~~
    - ~~d. floor~~
    - ~~e. walls~~
    - ~~f. stairs~~
    - ~~g. railings~~
    - ~~h. ceiling~~

~~D. Arrival Level, North Terminal~~

- ~~1. North Substation~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. ceiling~~
  - ~~g. panels~~
- ~~2. Fire Control Room~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. ceiling~~
  - ~~g. panels~~
- ~~3. North Telephone Room~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. ceiling~~
- ~~4. County Office Space, Multiple Offices and Conference Rooms~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. carpet~~
  - ~~e. walls~~
  - ~~f. monitors~~
  - ~~g. desk~~
  - ~~h. chairs~~
  - ~~i. trash receptacles~~
  - ~~j. file cabinets~~
  - ~~k. bookcases~~
  - ~~l. credenza~~
  - ~~m. ceiling~~

- n. ~~tables~~
- o. ~~counters~~
- p. ~~cabinets~~

5. ~~County Offices Space, Locker Rooms and Lunch Room~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~carpet~~
- e. ~~walls~~
- f. ~~monitors~~
- g. ~~desk~~
- h. ~~chairs~~
- i. ~~trash receptacles~~
- j. ~~file cabinets~~
- k. ~~bookcases~~
- l. ~~credenza~~
- m. ~~ceiling~~
- n. ~~tables~~
- o. ~~sinks~~
- p. ~~lockers~~
- q. ~~toilets~~
- r. ~~partitions~~
- s. ~~refrigerators~~

6. ~~County Office Space, Control Center (multiple rooms)~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~carpet~~
- e. ~~walls~~
- f. ~~monitors~~
- g. ~~desk~~
- h. ~~chairs~~
- i. ~~trash receptacles~~
- j. ~~file cabinets~~
- k. ~~bookcases~~
- l. ~~credenza~~
- m. ~~ceiling~~
- n. ~~counters~~

7. ~~County Office Space, Paging Room~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~monitors~~
- g. ~~desk~~
- h. ~~chairs~~
- i. ~~trash receptacles~~
- j. ~~cabinets~~
- k. ~~ceiling~~

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8. ~~Boiler Room~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~

- ~~c. vents, registers, and diffusers~~
- ~~d. floor~~
- ~~e. walls~~
- ~~f. miscellaneous equipment~~
- ~~g. ceiling~~

- ~~9. Boiler Room to Commercial Ramp~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. stairs~~
  - ~~g. railings~~
  - ~~h. ceiling~~

- ~~10. Storage Under North Single Down Escalator~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. ceiling~~

- ~~11. Hallway from Baggage Claim 3 and 4 to Baggage Make-up~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. stairs~~
  - ~~g. railings~~
  - ~~h. ceiling~~

~~E. Arrival Level, South Terminal~~

- ~~1. Hallway from Baggage Claim 1 and 2 to Baggage Make-up~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. stairs~~
  - ~~g. railings~~
  - ~~h. ceiling~~

- ~~2. Maintenance Room~~
  - ~~a. doors and door hardware~~
  - ~~b. door thresholds and door frames~~
  - ~~c. vents, registers, and diffusers~~
  - ~~d. floor~~
  - ~~e. walls~~
  - ~~f. monitors~~
  - ~~g. desk~~
  - ~~h. chairs~~
  - ~~i. trash receptacles~~
  - ~~j. file cabinets~~



- k. ~~bookcases~~
- l. ~~credenza~~
- m. ~~ceiling~~
- n. ~~bench~~
- o. ~~sink~~
- p. ~~refrigerator~~

3. ~~South Substation~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~ceiling~~
- g. ~~panels~~

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4. ~~South Telephone Room~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~ceiling~~

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5. ~~South Storeroom Corridors~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~ceiling~~
- g. ~~handrails~~

6. ~~HVAC Control Room~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~monitors~~
- g. ~~desk~~
- h. ~~chairs~~
- i. ~~trash receptacles~~
- j. ~~file cabinets~~
- k. ~~bookcases~~
- l. ~~credenza~~
- m. ~~ceiling~~
- n. ~~bench~~

F. ~~Service Level, South Terminal~~

1. ~~Loading Dock~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~

- f. ~~stairs~~
- g. ~~railings~~
- h. ~~ceiling~~
- i. ~~trench drain/grate~~
- j. ~~roadway to entrance gate~~
- k. ~~compactor~~
- l. ~~baseboards~~

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2. ~~Service Corridor from Loading Dock to Elevator #5~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~ceiling~~
- g. ~~pipng~~

3. ~~Stairwell from Service Corridor to Departure Level~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~stairs~~
- g. ~~railings~~
- h. ~~ceiling~~

G. ~~Service Level, North Terminal~~

1. ~~Elevator #5 to Elevator #6~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~ceiling~~
- g. ~~pipng~~

2. ~~Utility Tunnel Adjacent to Elevator #6~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~
- c. ~~vents, registers, and diffusers~~
- d. ~~floor~~
- e. ~~walls~~
- f. ~~stairs~~
- g. ~~railings~~
- h. ~~ceiling~~

IV. ~~Terminal Non-Public Areas (Exterior)~~

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A. ~~Commercial Ramp, Gate 1A to Gate 14A~~

1. ~~Gate 1A to South Baggage Makeup Entrance~~

- a. ~~floors~~
- b. ~~walls~~
- c. ~~jet way bases~~
- d. ~~expansion joints~~

- e. ~~floor drain grates~~
- f. ~~signage~~
- g. ~~trash receptacles~~
- h. ~~ashtrays~~
- i. ~~sidewalk, curb and gutter~~
- j. ~~cabinets~~
- k. ~~doors and door hardware~~
- l. ~~door thresholds and door frames~~

2. ~~South Baggage Make-up~~

- a. ~~floor~~
- b. ~~benches~~
- c. ~~walls~~
- d. ~~vents, registers, and diffusers~~
- e. ~~signage~~
- f. ~~doors and door hardware~~
- g. ~~door thresholds~~
- h. ~~baggage carousels~~
- i. ~~under bag belts~~
- j. ~~oversize baggage chute~~
- k. ~~fire extinguisher boxes~~
- l. ~~columns~~
- m. ~~stainless steel~~
- n. ~~sidewalks, curbs, and gutters~~
- o. ~~trash receptacles~~
- p. ~~panels~~
- q. ~~cabinets~~
- r. ~~doors and door hardware~~
- s. ~~door thresholds and door frames~~
- t. ~~pipe/conduit chases~~

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3. ~~South Access Corridor, Adjacent South Baggage Makeup  
(Extending through control door to chain link fence)~~

- a. ~~floors~~
- b. ~~walls~~
- c. ~~vents, registers, and diffusers~~
- d. ~~doors and door hardware~~
- e. ~~door thresholds and door frames~~
- f. ~~water fountain~~
- g. ~~signage~~
- h. ~~stainless steel~~
- i. ~~ceilings~~
- j. ~~trash receptacles~~

4. ~~South Pre-Action Room~~

- a. ~~floors~~
- b. ~~walls~~
- c. ~~vents, registers, and diffusers~~
- d. ~~doors and door hardware~~
- e. ~~door thresholds and door frames~~
- f. ~~signage~~
- g. ~~ceilings~~
- h. ~~pipng~~

5. ~~From Chain Link Fence to Stairs to Next Landing~~

- a. ~~doors and door hardware~~
- b. ~~door thresholds and door frames~~

EXHIBIT L

- ~~c. vents, registers, and diffusers~~
- ~~d. floor~~
- ~~e. walls~~
- ~~f. stairs~~
- ~~g. railings~~
- ~~h. ceiling~~
- ~~i. pipe chases~~

~~6. South Corridor to North Corridor (Under Gate 7 and 8)~~

- ~~a. floors~~
- ~~b. walls~~
- ~~c. columns~~
- ~~d. sidewalk, curb, and gutter~~
- ~~e. ceiling~~
- ~~f. doors, door frames, and door hardware~~
- ~~g. trash receptacles~~
- ~~h. vents, registers, and diffusers~~

~~7. North Access Corridor, Adjacent North Baggage Makeup  
(Extending through control door to chain link fence)~~

- ~~a. floors~~
- ~~b. walls~~
- ~~c. vents, registers, and diffusers~~
- ~~d. doors and door hardware~~
- ~~e. door thresholds and door frames~~
- ~~f. water fountain~~
- ~~g. signage~~
- ~~h. stainless steel~~
- ~~i. ceilings~~
- ~~j. trash receptacles~~

~~8. Mylar Vault Room (Blue Prints, etc.)~~

- ~~a. floors~~
- ~~b. walls~~
- ~~c. vents, registers, and diffusers~~
- ~~d. doors and door hardware~~
- ~~e. door thresholds and door frames~~
- ~~f. plan racks~~
- ~~g. signage~~
- ~~h. ceilings~~

~~9. From Chain Link Fence to Stairs to Next Landing~~

- ~~a. doors and door hardware~~
- ~~b. door thresholds and door frames~~
- ~~c. vents, registers, and diffusers~~
- ~~d. floor~~
- ~~e. walls~~
- ~~f. stairs~~
- ~~g. railings~~
- ~~h. ceiling~~
- ~~i. pipe chases~~

~~10. North Baggage Make-up (includes Break Area)~~

- ~~a. floor~~
- ~~b. benches~~
- ~~c. walls~~
- ~~d. vents, registers, and diffusers~~

## EXHIBIT L

- ~~\_\_\_\_\_ e. signage~~
- ~~\_\_\_\_\_ f. doors and door hardware~~
- ~~\_\_\_\_\_ g. door thresholds door frames~~
- ~~\_\_\_\_\_ h. baggage carousels~~
- ~~\_\_\_\_\_ i. under bag belts~~
- ~~\_\_\_\_\_ j. oversize baggage chute~~
- ~~\_\_\_\_\_ k. fire extinguisher boxes~~
- ~~\_\_\_\_\_ l. columns~~
- ~~\_\_\_\_\_ m. stainless steel~~
- ~~\_\_\_\_\_ n. sidewalks, curbs, and gutters~~
- ~~\_\_\_\_\_ o. vending machines~~
- ~~\_\_\_\_\_ p. tables~~
- ~~\_\_\_\_\_ q. ashtrays~~
- ~~\_\_\_\_\_ r. trash receptacles~~
- ~~\_\_\_\_\_ s. panels~~
- ~~\_\_\_\_\_ t. cabinets~~

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### 11. North Baggage Makeup Entrance to Gate 14A

- ~~\_\_\_\_\_ a. floors~~
- ~~\_\_\_\_\_ b. walls~~
- ~~\_\_\_\_\_ c. jet way bases~~
- ~~\_\_\_\_\_ d. expansion joints~~
- ~~\_\_\_\_\_ e. floor drain grates~~
- ~~\_\_\_\_\_ f. signage~~
- ~~\_\_\_\_\_ g. trash receptacles~~
- ~~\_\_\_\_\_ h. ashtrays~~
- ~~\_\_\_\_\_ i. sidewalk, curb and gutter~~
- ~~\_\_\_\_\_ j. cabinets~~
- ~~\_\_\_\_\_ k. pipe/conduit chases~~
- ~~\_\_\_\_\_ l. doors and door hardware~~
- ~~\_\_\_\_\_ m. door thresholds and door frames~~

### 12. Drainage Ditch adjacent to Gate 14A

- ~~\_\_\_\_\_ a. drainage ditch~~
- ~~\_\_\_\_\_ b. fence line parallel to ditch~~

~~**\*\*Contractors zone of responsibility on the commercial ramp from Gate #1A to Gate #14A, extends approximately twenty (20) feet from the exterior of the terminal building line. This is to include but not be limited to, the items listed within this agreement.**~~

## ~~V. Terminal Restrooms~~

### ~~A. Departure Level, Interior~~

- 
- ~~\_\_\_\_\_ 1. Public Restrooms(4 women, 4 men)~~
    - ~~\_\_\_\_\_ a. access hatches/doors~~
    - ~~\_\_\_\_\_ b. chrome plumbing trim~~
    - ~~\_\_\_\_\_ c. stainless steel~~
    - ~~\_\_\_\_\_ d. ceilings~~
    - ~~\_\_\_\_\_ e. counters~~
    - ~~\_\_\_\_\_ f. dispensers~~
    - ~~\_\_\_\_\_ g. doors, door frame, and door hardware~~
    - ~~\_\_\_\_\_ h. drain grates~~
    - ~~\_\_\_\_\_ i. faucets~~
    - ~~\_\_\_\_\_ j. floors~~
    - ~~\_\_\_\_\_ k. mirrors~~

EXHIBIT L

- ~~\_\_\_\_\_~~ l. partitions
- ~~\_\_\_\_\_~~ m. sinks
- ~~\_\_\_\_\_~~ n. toilets
- ~~\_\_\_\_\_~~ o. trash receptacles
- ~~\_\_\_\_\_~~ p. urinals
- ~~\_\_\_\_\_~~ q. vents, registers, and diffusers
- ~~\_\_\_\_\_~~ r. walls

~~B. \_\_\_\_\_~~ Arrival Level, Interior

~~\_\_\_\_\_~~ 1. Public Restrooms (1 Women, 1 Men)

- ~~\_\_\_\_\_~~ a. access hatches/doors
- ~~\_\_\_\_\_~~ b. chrome plumbing trim
- ~~\_\_\_\_\_~~ c. stainless steel
- ~~\_\_\_\_\_~~ d. ceilings
- ~~\_\_\_\_\_~~ e. counters
- ~~\_\_\_\_\_~~ f. dispensers
- ~~\_\_\_\_\_~~ g. doors, door frame, and door hardware
- ~~\_\_\_\_\_~~ h. drain grates
- ~~\_\_\_\_\_~~ i. faucets
- ~~\_\_\_\_\_~~ j. floors
- ~~\_\_\_\_\_~~ k. mirrors
- ~~\_\_\_\_\_~~ l. partitions
- ~~\_\_\_\_\_~~ m. sinks
- ~~\_\_\_\_\_~~ n. toilets
- ~~\_\_\_\_\_~~ o. trash receptacles
- ~~\_\_\_\_\_~~ p. urinals
- ~~\_\_\_\_\_~~ q. vents, registers, and diffusers
- ~~\_\_\_\_\_~~ r. wall

~~C. \_\_\_\_\_~~ Commercial Ramp, Exterior

~~\_\_\_\_\_~~ 1. Employee Restrooms (3 Women, 3 Men)

- ~~\_\_\_\_\_~~ a. access hatches/doors
- ~~\_\_\_\_\_~~ b. chrome plumbing trim
- ~~\_\_\_\_\_~~ c. stainless steel
- ~~\_\_\_\_\_~~ d. ceilings
- ~~\_\_\_\_\_~~ e. counters
- ~~\_\_\_\_\_~~ f. dispensers
- ~~\_\_\_\_\_~~ g. doors, door frame, and door hardware
- ~~\_\_\_\_\_~~ h. drain grates
- ~~\_\_\_\_\_~~ i. faucets
- ~~\_\_\_\_\_~~ j. floors
- ~~\_\_\_\_\_~~ k. mirrors
- ~~\_\_\_\_\_~~ l. partitions
- ~~\_\_\_\_\_~~ m. sinks
- ~~\_\_\_\_\_~~ n. toilets
- ~~\_\_\_\_\_~~ o. trash receptacles
- ~~\_\_\_\_\_~~ p. urinals
- ~~\_\_\_\_\_~~ q. vents, registers, and diffusers
- ~~\_\_\_\_\_~~ r. walls

~~D. \_\_\_\_\_~~ County Office Space

~~\_\_\_\_\_~~ 1. County Restroom(1 Women, 1 Men, 1 Co-ed Shower Room)

- ~~\_\_\_\_\_~~ a. access hatches/doors
- ~~\_\_\_\_\_~~ b. chrome plumbing trim
- ~~\_\_\_\_\_~~ c. stainless steel

EXHIBIT L

- ~~\_\_\_\_\_~~ d. ceilings
- ~~\_\_\_\_\_~~ e. counters
- ~~\_\_\_\_\_~~ f. dispensers
- ~~\_\_\_\_\_~~ g. doors, door frame, and door hardware
- ~~\_\_\_\_\_~~ h. drain grates
- ~~\_\_\_\_\_~~ i. faucets
- ~~\_\_\_\_\_~~ j. floors
- ~~\_\_\_\_\_~~ k. mirrors
- ~~\_\_\_\_\_~~ l. partitions
- ~~\_\_\_\_\_~~ m. sinks
- ~~\_\_\_\_\_~~ n. toilets
- ~~\_\_\_\_\_~~ o. trash receptacles
- ~~\_\_\_\_\_~~ p. urinals
- ~~\_\_\_\_\_~~ q. vents, registers, and diffusers \_\_\_\_\_
- ~~\_\_\_\_\_~~ r. walls

~~2. Control Center (1 Co-ed)~~

- ~~\_\_\_\_\_~~ a. access hatches/doors
- ~~\_\_\_\_\_~~ b. chrome plumbing trim
- ~~\_\_\_\_\_~~ c. stainless steel
- ~~\_\_\_\_\_~~ d. ceilings
- ~~\_\_\_\_\_~~ e. counters
- ~~\_\_\_\_\_~~ f. dispensers
- ~~\_\_\_\_\_~~ g. doors, door frame, and door hardware
- ~~\_\_\_\_\_~~ h. drain grates
- ~~\_\_\_\_\_~~ i. faucets
- ~~\_\_\_\_\_~~ j. floors
- ~~\_\_\_\_\_~~ k. mirrors
- ~~\_\_\_\_\_~~ l. partitions
- ~~\_\_\_\_\_~~ m. sinks
- ~~\_\_\_\_\_~~ n. toilets
- ~~\_\_\_\_\_~~ o. trash receptacles
- ~~\_\_\_\_\_~~ p. urinals
- ~~\_\_\_\_\_~~ q. vents, registers, and diffusers \_\_\_\_\_
- ~~\_\_\_\_\_~~ r. walls

~~VI. Terminal Elevators (8 Total)~~

~~A. Public Access~~

~~1. Elevators 3 and 4 (Baggage Claim Areas)~~

- ~~\_\_\_\_\_~~ a. hoistway doors
- ~~\_\_\_\_\_~~ b. cab doors
- ~~\_\_\_\_\_~~ c. floor
- ~~\_\_\_\_\_~~ d. walls
- ~~\_\_\_\_\_~~ e. ceiling
- ~~\_\_\_\_\_~~ f. call buttons
- ~~\_\_\_\_\_~~ g. stainless steel

~~B. Controlled Access~~

~~1. Elevators 9 and 22 (Gate 1A and Gate 14A respectively)~~

- ~~\_\_\_\_\_~~ a. hoistway doors
- ~~\_\_\_\_\_~~ b. cab doors
- ~~\_\_\_\_\_~~ c. floor
- ~~\_\_\_\_\_~~ d. walls
- ~~\_\_\_\_\_~~ e. ceiling

- ~~\_\_\_\_\_ f. call buttons~~
- ~~\_\_\_\_\_ g. stainless steel~~
- ~~\_\_\_\_\_ h. landing/foyer~~

~~C. Service~~

- ~~1. Elevator 5 and 6, 7 and 8 (Various Locations)~~
  - ~~\_\_\_\_\_ a. hoistway doors~~
  - ~~\_\_\_\_\_ b. cab doors~~
  - ~~\_\_\_\_\_ c. floor~~
  - ~~\_\_\_\_\_ d. walls~~
  - ~~\_\_\_\_\_ e. ceiling~~
  - ~~\_\_\_\_\_ f. call buttons~~
  - ~~\_\_\_\_\_ g. stainless steel~~
  - ~~\_\_\_\_\_ h. landing/foyer~~

~~VII. Terminal Roof~~

- ~~A. All horizontal levels~~
  - ~~\_\_\_\_\_ 1. access rooms and ladders~~

~~Parking Structures, Public Areas~~

- ~~A. A1 Parking~~
  - ~~\_\_\_\_\_ 1. T.S.A~~
    - ~~a) Men & Women's restroom~~
    - ~~b) Lunch room~~
    - ~~c) Control room~~

- ~~B. B1 Parking~~
  - ~~\_\_\_\_\_ 1. T.S.A.~~
    - ~~\_\_\_\_\_ a) Men & Women's restroom~~
    - ~~\_\_\_\_\_ b) Lunch room~~
    - ~~\_\_\_\_\_ c) Control room~~

**t. Terminal :**

**Hours:** This facility is open 24 hours a day, seven (7) days a week, 365 days a year.

- Floor carpet: 125,000 square feet
- Wall carpet: from floor to approx. 30' in height, 80,000 square feet
- Floor marble, concrete, linoleum, and tile: 212,000 square feet
- Glass: 280,000 square feet
- Escalators: Six (6)
- Elevators: Eight (8)
- Loading dock: 6,000 square feet
- Restrooms: 32
- Trash cans: 80
- Cigarette urns: 30
- Baggage carousels: Four (4)



- Twenty (20) feet from the building onto the Ramp for the entire length of the terminal, approx. 100,000 square feet.
- Entire length of the terminal and parking structures, from the building to the curb.
- Service Animal Relief Area (SARA)

u. **TSA Passenger Screening Areas:** There are two (2) passenger screening areas on the North and South ends of the terminal. CONTRACTOR is responsible for the cleaning portions of these areas: 1) Areas on the non-sterile side of the terminal when the security gates are rolled down; and 2) the exit areas of the screening lanes coming into the main terminal concourse on the sterile side. CONTRACTOR is also responsible for the cleaning of the outside portions of the glass partitions of the screening areas as well as trash removal from the exit portions of the lanes. These areas will be cleaned between 11:00 p.m. to 4:30 a.m., non-operational hours of the Airport.

## **B. TERMINAL CARPETS**

### **1. TERMINAL CARPET OVERVIEW**

~~The following describes the minimum tasks requirements for maintaining the Carpet throughout the Terminal. This includes vacuuming in all seating areas; move gate seating as required to access carpeted areas.~~

#### ~~a. Daily~~

~~Contractor shall vacuum (using a machine with counter rotating brushes) on a daily basis all carpet within the JWA terminal in all public areas, approximately 143,000 square feet.~~

~~Vacuum (using a machine with counter rotating brushes) all non-public area carpeted floors, Jet bridges, entry rugs, and remove any spots.~~

~~Contractor shall remove on a daily basis all dirt, gum, tar, ink, luggage tracks, smudges, liquid spills, and other contaminants/spots visible to the eye, shall be removed from the carpet daily.~~

~~(Note: All carpet cleaned by extraction shall be dry to the touch by 4:30 a.m.)~~

~~Note: The Contractor shall use strict safety standards during the cleaning operations for public safety and employee safety. This will include signage, preventing tripping hazards from hoses and cords, and always attending the supplies and equipment. Vacuuming shall be performed per Dupont's directions in the baggage claim areas.~~

#### ~~b. Monthly~~

##### ~~1) Upper level (older) carpeted areas~~

~~Deep clean by pressure extraction and pile-lift all carpets and entry rugs as specified by the Airport Maintenance Contract Coordinator, using the Steamin Demon II High Flow Carpet Extractor/Cleaner, or JWA approved equivalent. Multiple cleaning passes may be required to completely clean older or heavy traffic carpeted areas. (Note: All carpet cleaned by extraction shall be dry to the touch by 4:30 a.m.)~~

##### ~~2) Lower Level (newer carpeted areas)~~

~~Contractor shall subcontract with Dupont Flooring Systems, to extract and to apply Resistech on a monthly basis using the current Dupont schedule. Dupont's current fee is \$3,200/month. This is for the lower level carpet (approx. 32,00 sq. ft.) only at this time. **Price Mark-Up to JWA on Subcontracted Services shall Not exceed 10%. Contractor will provide copies of the subcontractor's invoices to JWA.**~~

- ~~• The Terminal Lower level carpet (baggage claim) was manufactured by Mannington and is Stati-Chek. The proposed method and frequency of carpet care should be addressed and be consistent with the manufacturer's instruction/ recommendations.~~

~~Note: During the contract period, older portions of the upper level carpet are scheduled to be replaced. The Airport Maintenance Contract Coordinator will direct the Contractor on maintaining the new portions of carpet as they are installed.~~

~~NOTE: The Contractor will inform the JWA Contract Coordinator which evening these tasks are being performed on a schedule.~~

~~**c. Other Carpet**~~

~~The Contractor shall clean all other carpet in the terminal on an as needed basis generally related to unusual circumstances. Unusual circumstances is defined as areas that may need cleaning due to building design, structural integrity, damage, workmanship, or other causes that affect adjacent areas including tenant spaces.~~

~~The other carpet requirement shall be done as a separate requirement and does not satisfy the as needed, daily, monthly requirement.~~

~~**2. CARPET CLEANING**~~

~~**a. Extraction**~~

~~**JWA Contract personnel shall approve Contractor's recommended carpet extraction methods and procedures.**~~

~~**b. Carpet Vacuum Procedures**~~

~~1) Vacuum daily~~

~~Note: Use only Industrial quality machines. Units need to have **counter-rotating brushes** especially suited for vacuuming and power grooming large carpeted areas. Units need to be easily operated, maneuverable, and most importantly able to remove embedded dirt and debris leaving carpet clean and groomed.~~

~~Slow, deliberate passes with the vacuum cleaner are more effective than quick strokes to remove soil.~~

~~**c. Spot Maintenance**~~

- ~~1) For dry spills, vacuum the excess material or scrape dried soil with the blunt edge of a spoon. Always work from the outer edge of the spot toward the center.~~

- ~~2) For wet spills, extract the material and scrape up the excess.~~
- ~~3) Wet the spot with cold water and blot it. Spills caused by a hot substance such as coffee should be removed with water the same temperature as the spilled material. Always blot by pressing downward. Never rub in a circular motion; this can spread the stain. Blot with a clean white, cotton towel or suction block (a pad specially designed for blotting wet stains) so the color of the spot can be seen on the towel or block as it comes out of the carpet.~~
- ~~4) After lifting as much of the spot as possible, place a stack of clean, white towels over it. Place a weight on the towels overnight so they press firmly against the spot. This helps remove deeply penetrated residue that may move toward the carpet pile.~~

~~**d. Hot Water Extraction**~~

- ~~1) Use a manufacturer-recommended cleaning solution according to instructions. Do not over mix the solution. Using too much hot water extraction solution can leave solution residue in the carpet that can quickly attract and hold soil.~~
- ~~2) Extract high-traffic areas.~~
- ~~3) Thoroughly vacuum traffic areas. Pre-spray a hot water extraction chemical with an airless sprayer. Allow at least five minutes dwell time. Heavily soiled areas may have to be scrubbed with a nylon brush or a rotary machine to break up soil deposits prior to hot water extraction.~~
- ~~4) Extract thoroughly, using water only. Do not put any chemicals into the extractor tank. Follow each wet pass with at least three dry passes.~~
- ~~5) Use small fans or air movers to dry the carpet. Allow three hours of drying time after final extraction before allowing traffic on the carpet.~~
- ~~6) Contractor shall not use the bonnet method of cleaning on carpet.~~

~~**e. As Needed**~~

~~Carpet shall be cleaned as needed using JWA and/or Dupont approved cleaning methods which may include vacuuming, spot cleaning, spot extracting, and gum removal. Cleaning supplies include solvent and water-soluble products.~~

~~The carpet shall be kept free of dirt, gum, tar, ink, luggage tracks, smudges, liquid spills, and other contaminants visible to the eye.~~

~~The Contractor shall spot extract all spills found and reported during the day within five (5) minutes.~~

~~Notes:~~

- ~~1) Excess or contaminated water used during the carpet cleaning process shall not come in contact with storm drains. Truck, trailer, or portable extracting devices or equipment shall not be emptied into floor drains, airfield drains or street gutters.~~

- ~~2) Hazardous waste will be disposed of in a JWA approved method according to California State and local laws.~~
- ~~3) All materials brought to JWA shall have the corresponding MSDS sheet. MSDS sheets shall be kept in an open area, accessible by employees of JWA, Contract personnel, and the public with authorization from JWA personnel.~~
- ~~4) The Contractor shall do regular inspections of the carpet to identify cleaning needs before the general public using JWA arrives.~~
- ~~5) The Contractor shall keep a daily log, a report, and map of areas needing cleaning for different shifts. The contractor shall provide a copy to JWA Contract personnel at the end of each week.~~
- ~~6) The Contractor shall use strict safety standards during the cleaning operations for public safety and employee safety. This will include signage, preventing tripping hazards from hoses and cords, and always attending the supplies and equipment.~~

#### **V. CARPET**

CONTRACTOR will subcontract specialty carpet care utilizing Invista Resistech for all carpeted areas in the public areas of the terminal. This specialty carpet care shall also include hot water extraction services as well as the application of the Resistech chemical compound to assist in dirt encapsulation and dirt removal during vacuuming. Subcontractor shall clean and treat approximately 8,500 square feet of carpet daily.

Bonnet machines are prohibited for carpet care. Pile lifters and highly efficient vacuums are required. Hot water spot extractions will be employed for all spills occurring during the day and dried well enough for usage.

#### **VI. CONCRETE**

Concrete shall be cleaned using a high pressure hot water method on a monthly cycle with continuous spot cleaning. COUNTY Drainage Area Management Plan (DAMP) requires that cleaning water be dammed and recovered and at no time shall water enter gutters or storm drains.

#### **VII. GUM REMOVAL**

Freon and similar products that freeze gum for removal are prohibited.

#### **VIII. RESTROOMS**

Restrooms are the highest priority at JWA. The men's and women's restrooms at gates 4 and 11 will each require a full-time attendant providing constant uninterrupted coverage from 5:00 a.m. to 8:00 p.m., seven (7) days a week.

#### **IX. WINDOWS AND GLASS**

Terminal windows are cleaned up to the first window sill on a weekly cycle with continuous spot cleaning, including window sill cleaning. Windows in the outlining buildings currently shall be completed quarterly. Windows and all other glass will be cleaned from top to bottom, inside and out at all buildings on maintained on an annual basis.

**X. ADDITIONAL SERVICES (INCLUDED IN MONTHLY JANITORIAL COSTS)**

- a. Cleaning of Terminal Linear Vents, Diffusers and HVAC registers shall be cleaned on an annual basis.
- b. Certified payroll for all badged personnel engaged in work at JWA shall be submitted monthly as an attachment to the CONTRACTOR's monthly invoice.
- c. Provide uniforms approved by JWA.
- d. Provide all consumables including but not limited to toilet paper, hygiene products, paper towels, soap, sand, and cleaning products.

**XI. ADDITIONAL REPAIRS AND WORK (ABOVE MONTHLY JANITORIAL COSTS)**

- a. CONTRACTOR may be asked to submit supplemental proposals for work not called for under the fixed price portion of the Scope of Work, including, but not limited to additional work, and any similar type of work not stated elsewhere in this Scope of Work.
- b. COUNTY reserves the right to use alternative sources for completion of work, (other than basic services) to obtain competitive proposals for additional services.
- c. If COUNTY Project Coordinator authorizes work by an alternate source or authorizes CONTRACTOR to subcontract the work; 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 CONTRACT may be adjusted accordingly. CONTRACTOR will be allowed a markup no greater than 10% of actual costs from the subcontractor for payment submission for all subcontractor labor, materials, and equipment.
- d. CONTRACTOR shall continue to provide services covered under this CONTRACT that is not affected by work provided by an alternate source.
- e. CONTRACTOR shall agree to respond immediately to all COUNTY requests for emergency situations.

**XII. JWA QUALITY ASSURANCE**

~~a. Consequences of CONTRACTOR'S Failure to Perform Required Services~~

~~CONTRACTOR shall perform Scope of Work requirements as described herein. COUNTY will apply one or more of the surveillance methods mentioned below and will deduct an amount from CONTRACTOR'S invoice or otherwise withhold payment for unsatisfactory or non-performed work. COUNTY reserves the right to change surveillance methods at any time during the request for proposal without notice to CONTRACTOR.~~

~~b. Surveillance Methods~~ a. .... Methodology

CONTRACTOR may apply any number of surveillance methods to determine CONTRACTOR compliance. ~~These include~~ at its sole discretion including, but are not limited to: Routine inspection, observation, random sampling without extrapolated deductions, and planned sampling, incidental inspections, video surveillance or and validated customer complaints. ~~as supplemental surveillance methods.~~ When using these surveillance methods, ~~deductions will be taken for all observed defects~~ procedures in Section XII, subsection d, will be followed for all observed defective works.

c. Procedures:

~~In the case of unsatisfactory or non-performed work, COUNTY may:~~ For any defective work, COUNTY may select from any of the following:

- i. Give CONTRACTOR written notice of observed ~~deficiencies~~ defective work prior to deducting ~~for unsatisfactory or non-performed~~ defective work ~~and/or assessing Scheduled Deductions~~. Such written notice shall not be a prerequisite for withholding payment for ~~non-performed~~ defective work. COUNTY may specify, as provided for below, that ~~Scheduled Deductions can~~ be assessed against CONTRACTOR. Such Scheduled Deductions are to compensate COUNTY for administrative costs and other expenses resulting from the defective work.
  - ii. At its option, allow CONTRACTOR an opportunity to re-perform the ~~unsatisfactory or non-performed~~ defective work, at no additional cost to COUNTY and no sacrifice in service levels, i.e., costs of extra materials, supplies and extra labor shall be borne solely by CONTRACTOR. Corrective action must be completed within 24 hours of notice. The original inspection results of CONTRACTOR's work will not be modified upon re-inspection. However, CONTRACTOR will be paid for satisfactorily re-performed work.
  - iii. Deduct from CONTRACTOR's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule of Deductions or provided by other provisions of this ~~Request for Proposal~~ CONTRACT, unless CONTRACTOR is required to re-perform and satisfactorily complete the work.
  - iv. At its option, perform the work by COUNTY personnel or by other means. COUNTY will reduce the amount of payment to CONTRACTOR, by the amount paid to any COUNTY personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the schedule will be used as the basis for the deduction.
- d. Re-performance
- Re-performance by CONTRACTOR does not waive COUNTY'S right to terminate for nonperformance and all other remedies for default as may be provided by law.
- e. Estimating the Price of Non-Performed or Unsatisfactory Work
- In accordance with the ~~"Consequences of CONTRACTOR'S Failure to Perform Required Services"~~, deductions may be taken for ~~non-performed or unsatisfactory~~ defective work. In the event the price of ~~non-performed or unsatisfactory~~ defective work cannot be determined from the prices set out in the Schedule of Deductions, or on the basis of the actual cost to COUNTY, estimated methods may be used. 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. COUNTY may estimate the cost using wage rate and fringe benefits included in the wage determinations included in this CONTRACT. COUNTY may estimate CONTRACTOR'S overhead and profit rates and estimates of material costs, if applicable.
- f. Schedule of Deductions
- ~~Proposors shall provide an acceptable Schedule of Deduction for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the John Wayne Airport Purchasing Agent. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the Contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "Consequences of Contractor's Failure to Perform Required Services" clause in making deductions to the contract price for non-performed or unsatisfactory work. Unbalancing in the Schedule of Deductions submitted shall be a cause for withholding approval and requiring re-submittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. John Wayne Airport reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the~~

EXHIBIT L

~~Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions that is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract.~~

**ATTACHMENT B**  
**PACIFIC BUILDING CARE APPROACH TO WORK**

**I. INTRODUCTION**

PBC responded to COUNTY's RFP 280-A13019, dated November 19, 2009 to provide Janitorial Services, and represented that its proposed services in their proposal dated December 16, 2009 shall meet or exceed the requirements and specifications of the RFP; and PBC's proposal is herein incorporated in this CONTRACT by this reference. Any conflicts between this attachment and COUNTY's Articles and Attachment A shall be resolved with Articles and Attachment A being the governing document.

The following are the key integrated components of success that form the foundation of the Janitorial Service Plan at JWA:

- Direct management oversight of the work crews by experienced professionals.
- Daily "real time" communication (made possible by each work crew member being equipped with a mobile communication device) between PBC line supervisors, PBC janitorial work crew members, and JWA professional staff
- Effective use of technology (FOB/bio-metric technology) that drives accountability and task/time management, area specific quality control, tracking, and reporting.
- Pandemic and emergency response plans i) fully documented, ii) integrated with JWA's response plan(s), iii) PBC training and testing of plan for readiness, and iv) rapid deployment tested.
- Comprehensive green cleaning program fully aligned with sustainability and environmental best practices throughout the JWA facility.
- Continual fine-tuning of staffing plan as changes occurs in passenger traffic and other patterns in the JWA environment.

To create the highest level of consistency and quality in the janitorial program PBC has devised a work plan whereby PBC work crews will be staffed and trained in designated areas of JWA to perform recurring tasks in a familiar environment. Each crew member will reach optimal level of efficiencies and quality of work as recurring tasks in their assigned area become more familiar to them. Accountability is made easier to track on the quality of a specific area assignment as the same permanently assigned work crew member has the daily responsibility to cover their assigned location. Taking the large JWA facility and breaking it down to smaller areas of accountability and making work crew members responsible for clearly defined areas links the supervisor oversight to the work crew member in a clear manner. The methodology of having the same crew member performing the same tasks in the same location on a daily basis creates consistency, efficiencies, and direct links to measure job performance. The basic area designation and area task assignment work plan and its link to supervision are described in greater detail in Attachment C – Staffing Plan.

**II. CARPET CLEANING**

PBC will work closely with, and fully integrate, the use of the Invista Resistech carpet cleaning method. All tasks, frequencies and occurrence shall be performed in accordance with PBC's proposal and are subject to modification by COUNTY Project Coordinator.

By applying our outlined and proven Quality Control methods directly to this carpet cleaning method and vendor, PBC will assure optimum results from the use of this system and the operation and performance of the subcontracted vendor (DFS Flooring).

DFS Flooring will be held to the same high quality control standards that will be applied to all aspects of the scope of work at JWA.

PBC will cover the following topics with DFS Flooring:



- Review of scope of work (inclusive of commitment to clean 8500 square feet of carpet daily)
- Schedule of training for PBC supervisory crew to garner a full understanding of the chemicals and tools utilized in this cleaning method;
- Review of detailed facility maps;
- Development of schedules; clear definition of schedules based on maps, scope of work and cleaning operations;
- Outline of daily communication procedures between PBC and vendor;
- Outline of daily reporting procedures (web based reporting) between PBC and vendor;
- Set up of formal reporting that will be made available to PBC for JWA inspection
- Coordination of the purchase of any necessary equipment to be utilized by PBC crew to compliment the carpet cleaning program.

PBC will ensure that daily cleaning operations and supplemental spotting and preparation of the carpet will be in alignment and concert with DFS Flooring and their cleaning methods. PBC will provide all necessary equipment and training and will provide documentation as needed to COUNTY Project Coordinator to assure compliance. PBC is solely responsible for the quality of work performed by any subcontractor for carpet cleaning. Any quality of work issues identified by COUNTY shall be communicated to PBC for resolution and PBC shall be responsible for ensuring the quality of work issue is resolved to COUNTY's satisfaction.

### **III. COMMUNICATION**

Communication plays an integral part in efficiency. PBC will utilize hand held communication devices in order to maximize responsiveness to changes as they occur (real time adjustments in staffing and work crew assignments as conditions change in the airport on a shift by shift basis). An onsite Project Manager will be a critical part of the equation. PBC Project Manager will be the direct liaison between COUNTY and PBC staff and will be the central dispatch on all the custodial held mobile devices. Through the use of the handheld communication devices, all staff will be constantly aware of situations as they arise and will be directly accountable for responding as instructed via the chain of communication.

In the dynamic airport environment passenger traffic, spills, unanticipated events occur presenting challenges to the work crews to respond timely and with the measured resource allocation. In order to gather resources and inform work crew members of a particular challenge or need to respond to a situation that was not previously anticipated an effective communication system must be in place. PBC shall equip all work crew members with a handheld communication device which will serve to keep the work crew member in constant contact with the shift supervisor. This direct communication will accelerate response time and will facilitate the real time communication necessary to assemble work crew members to attend to spills and related challenges with the proper allocation of personnel.

The shift supervisor at the hub of communication will utilize his hand held device to communicate with work crew members routinely which will assist in overseeing that daily tasks and designated areas are being properly attended to. The whole accountability chain between work crew members and the dedicated shift supervisor is greatly enhanced with the real time communication taking place as a requirement of the PBC quality control system.

COUNTY will have a direct communication link by means of a wireless phone to the dedicated PBC shift supervisor and will have a schedule of shift supervisor contacts for each unique shift. This will make it very easy COUNTY to alert the PBC supervisor should they become aware of a special situation requiring a janitorial response. This real time communication works both ways as PBC dedicated supervisors upon becoming aware of a special situation will be able to communicate in real time with COUNTY and inform them of this situation.

### **IV. CONSUMABLES**

PBC will resupply all areas requiring consumable products daily and as needed and defined in Scope of Work. PBC will work closely with COUNTY to ensure customized delivery and storage to meet the ever changing

storage capacity and locations (especially during construction periods). PBC janitorial staff will be tasked with continuous monitoring of consumption and supply levels for seamless resupply to the facility.

All consumables submitted in PBC's proposal are herein incorporated by this reference.

**V. EMPLOYEE HANDBOOK**

PBC's Employee Handbook or other document governing policies and procedures specific to JWA, shall be provided by PBC to the COUNTY within 10 days after CONTRACT award. Said handbook is herein incorporated in this CONTRACT by this reference. PBC agrees to provide services under this CONTRACT in accordance with the handbook.

**VI. EMPLOYEE BREAKS**

PBC employees are encouraged to take breaks and lunches at designated areas outside the view of JWA passengers.

**VII. EQUIPMENT**

All equipment submitted in PBC's proposal is herein incorporated in this CONTRACT by this reference.

**VIII. EQUIPMENT TRAINING AND MAINTENANCE PROGRAM**

Each PBC employee is provided training upon their commencement of employment that includes a comprehensive safety and use overview of all cleaning equipment that will be utilized on site.

This training is conducted by the PBC supervision, in conjunction with the PBC Chemical Training Program, the Injury and Illness Prevention Program and the PBC Safety Training Program.

PBC has found that the use of high quality, green seal approved, equipment produces the highest levels of productivity from our onsite crews. With this in mind, each JWA cleaning crew member will be provided complete and thorough training on each piece of equipment utilized in the daily cleaning operation.

The training provided will be documented according to PBC's training documentation policy and will be maintained at the PBC corporate offices.

In addition to proper use, the proper care and maintenance of all equipment on site at JWA will be carefully documented. This documentation includes a complete inventory, daily maintenance records and monthly or quarterly maintenance records.

All of these records will be made available to COUNTY Project Coordinator upon request.

**XIII. ESCALATORS**

PBC will machine clean escalators on a daily basis between the hours of 11 p.m. and 4:00 a.m.. PBC will clean and remove unsafe substances from stair tread surfaces and utilize an "ESCALATOR CLEANING IN PROGRESS" sign during cleaning to deter escalator passengers.

**IX. FORMS AND TEMPLATES**

PBC has designed a checklist system using pre formatted templates containing the tasks to be completed within specified areas of responsibility. These are a central part of the daily routine on each shift integrating task completion checklists with rating the quality and performance of individual work crew members and the quality of the specific areas they are responsible for. COUNTY Project Coordinator and PBC management will meet at strategically timed intervals to track the effectiveness of the templates for task completion and will collaboratively fine-tune the system for responsiveness to the ever changing environment at the airport.

The PBC system of daily work completion on a shift by shift basis at JWA is based on the key element that breaking down the airport into strategic smaller areas of designation and assigning direct responsibility for performing the daily tasks within the designated areas, creates the optimal program for measuring, tracking, reporting, and monitoring daily task completion activities.

All forms and templates submitted in PBC's proposal are herein incorporated in this CONTRACT by this reference.

**X. GREEN PROGRAM**

PBC is California's only Green Seal (GS-42) certified janitorial company. To ensure compliance with GS-42 and OSHA requirements, PBC audits will be designed to cover Material Safety Data Sheet Books (MSDS Books), work crew compliance with safety/green cleaning process and standards in performance of their daily duties, proper use of equipment, etc.

**XI. LABOR RELATIONS**

As a signatory to the Maintenance Contractors Agreement with the SEIU Local 1877 contact (the labor union that represents JWA custodial crew), PBC is positioned well to accommodate the cleaning operational needs at the JWA facility.

In developing the pricing submitted during the RFP process, PBC included all elements of the Union (SEIU Local 1877 – United Service Workers West) contractual wages and benefit entitlements relevant to the Union contract covering the JWA site.

**XII. MARBLE FLOOR CARE PROGRAM**

PBC will utilize state of the art floor care systems to maintain the marble floors within JWA. PBC trained technicians will ensure optimum appearance is maintained on a daily basis.

The Scotch-Brite Purple Diamond Floor Pad Plus and the Scotch-Brite Sienna Diamond Floor Pad Plus systems are used for floor coating, cleaning and polishing marble, terrazzo and polished concrete floors. The Scotch-Brite Sienna Diamond Pad Plus conditions damaged stone floors due to high traffic or low maintenance and prepares the floors to be shined by the Scotch-Brite Purple Diamond Floor Pad.

Cleaning program submitted in PBC's proposal is herein incorporated in this CONTRACT by this reference.

**XIII. PANDEMIC AND INFLUENZA PROGRAMS**

In the world we currently live in there are known risks such as H1N1 (Swine Flu) that can threaten public places such as large transportation hubs including airports. Preparedness and a clear set of procedures governing effective response are critical to meet the needs of the traveling public in a time of crisis. In order to provide a crisis program for JWA, PBC will partner with service providers that have the expertise and ability to execute with pre-determined plans for integrating their response efforts. PBC is positioned as a strategic partner to support JWA in pre planning and actual response to a pandemic crisis that is focused on maintaining the highest level of health and safety for the traveling public.

Best practices in achieving the highest level of preparedness for the janitorial front line response requires the full integration of two master plans focused on pandemic response. One plan is the PBC internal Pandemic Response Program that provides the company with contingency planning and the ability to continue to function with uninterrupted operations during times of large employee absenteeism and challenging conditions brought on by a widespread pandemic crisis. The proper integration of PBC's internal response plan is to have a specific pandemic response plan for JWA that when taken together with the PBC internal plan, provides the traveling public with the optimal preparedness to preserve their health and safety during a crisis.

PBC's close proximity to JWA allows the company to respond quickly with a large labor pool inclusive of fully badged and trained back-up personnel that are literally a few blocks away to deploy the critical janitorial front line response. Permanent PBC employees stationed at JWA as well as the pool of reserve personnel continually undergo readiness training. This training includes drills on executing the special wipe downs and rolling out the special processes/tasks needed to minimize the spread of infectious disease in the airport environment. Pre-determined check lists of tasks to be performed by janitors in specific areas of the airport have been created and are part of the JWA specific plan

PBC's site specific plan for pandemic response at JWA and PBC's internal plan submitted in PBC's proposal are hereby incorporated in this CONTRACT by this reference.

#### **XIV. PRESSURE WASHING AND WATER RECOVERY PROGRAM**

PBC will utilize state of the art pressure washing equipment along with water containment and recovery / capture equipment. This equipment will include (but not be limited to):

- Electric and gas powered pressure washers
- Portable water containment systems designed for industrial and commercial applications to contain and capture all liquids
- Portable dams and drain covers used for temporary containment
- Wet-dry vacuum cleaners that range in size from a portable 5 gallon model to a 14 gallon tank model
- Floor squeegees with steel frame aluminum handles for moving large volumes of water

Pressure washing and water recovery program submitted in PBC's proposal is herein incorporated in this CONTRACT by this reference.

#### **XV. RESTROOMS**

##### **a. Frequency**

The frequency in which a crew member attends to a restroom is determined by that restroom's activity level and need for attention. PBC has carefully designed our staffing and task plans to ensure appropriate hours are assigned to match restroom activity. The main restrooms (gates 4 and 11, men's and women's) within the Terminal on the sterile side will be maintained by dedicated restroom attendants.

The frequency in all other restrooms will range from four (4) times per hour to three (3) times per hour, depending on the passenger load. This will be dictated by the onsite supervisor.

##### **b. Key Fob System**

Rather than the utilization of rest room sign in, sign out sheets that can be misrepresented, this system will ensure actual attendance and the capture of meaningful data that can be used to monitor the effectiveness and efficiency of PBC staff. All janitors servicing restrooms will utilize a key fob system. This will increase productivity and allow supervisors to better monitor coverage.

Each team member with restrooms within their coverage area will be required to utilize a (2) two key fob system. A small green key fob will be used upon entering a restroom, essentially "clocking in." Upon exiting the restroom a small red key fob will be used to "clock out." At any time a PBC supervisor and JWA professional can check the small wall mounted receiver to retrieve data. Through analysis of the data collected, we can determine the proper amount of time needed properly service high activity restrooms. The combination of data retrieved and results of our quality control audits will provide clear feedback to PBC and JWA to assist and respond to changes in traffic patterns. The information can be readily downloaded by PBC or COUNTY staff through the use of a supplied, Windows based PDA.

#### **XVI. QUALITY CONTROL REPORTING**

The full continuum of quality control reporting (inclusive of the shift supervisor, Project Manager, and Senior Operations quality control audits and chain of accountability assessments) will be logged electronically into PBC's data base repository in the web accessible WinTeam software. The information collected in the data base repository will be the source to draw meaningful conclusions and to select meaningful trends, performance indicators, and overall quality control assessments that will be presented to COUNTY Project Coordinator at periodic JWA/PBC meetings.

The key items captured in PBC's reporting on the performance of its quality control at JWA will include:

- PBC Project Manager's evaluation and audit information generated on the quality and performance of the shifts under jurisdiction of the individual shift supervisors.

- PBC Project Manager will rate the performance of the shift supervisor and the overall quality of task and designated area quality on specific shifts.
- PBC Project Manager's corrective actions taken will be captured in the reporting.
- The two PBC VP Operations So Cal (day and night operations VP's) will report on the evaluation of the performance of the project manager in the effectiveness of ensuring quality and consistency throughout all shifts and to ensure that work crew personnel, daily tasks, and the quality of designated areas measured on a shift level basis are meeting quality control standards.
- The performance relative to timely closing out work orders will be reported on.
- Number of complaints logged from COUNTY Project Coordinator will be tracked and complaint response will similarly be tracked to conclude on responsiveness and corrective action effectiveness.

PBC Safety and Green Compliance Officer will conduct random quality safety and green cleaning compliance audits.

## **XVII. WINDOWS**

### **a. Terminal Windows below 1<sup>st</sup> Window Sill**

- i. Definition: All windows located in the terminal below the 1<sup>st</sup> window sill, inside and outside.
- ii. Inside Windows: To be cleaned once daily and spot cleaned as needed throughout the day.
- iii. Outside Windows: To be cleaned once daily (where accessible without special equipment) and spot cleaned as needed throughout the day. Windows requiring special equipment for access shall be cleaned on an annual basis.

### **b. Terminal Windows above 1<sup>st</sup> Window Sill**

- i. Definition: All windows located in the terminal including brow windows, exterior high windows in center baggage claim area, center skylights, barrel windows and windows at the end of both terminals, inside and out.
- ii. Windows inside and out will be cleaned on annual basis. Schedule shall be approved by COUNTY Project Coordinator at least 60 days in advance.

### **c. Outlining Building Windows**

- i. Definition: All non-terminal JWA buildings as listed in Attachment A.
- ii. Inside windows will be spot cleaned, more frequently than annually, on an as needed basis.
- iii. Windows inside and outside will be cleaned on annual basis. Schedule shall be approved by COUNTY Project Coordinator at least 60 days in advance.

**ATTACHMENT B  
PROPOSAL COST SUMMARY**

**I. COMPENSATION**

~~In accordance with the provisions of Article 4 of this Agreement to which this Exhibit C is attached, the Contractor shall only be compensated as set forth herein below for work performed in accordance with Exhibit A, Scope of Work.~~

~~This is a Fixed Price Agreement for the term of Three Years, between the County and Contractor for Custodial Maintenance Services at John Wayne Airport. The agreement may be renewed for two additional years with County of Orange Board of Supervisors approval.~~

~~County agrees to compensate the Contractor the fixed monthly rate set forth herein. Contractor agrees to accept same as full remuneration for full services performed in connection with the requirements as set forth, in the Price Agreement and Exhibit A.~~

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.~~

~~TOTAL FIXED ANNUAL PRICE THROUGH 07/31/07 \$2,710,800.00  
(Total Monthly Fixed Price \$ 225,900.00)\*\*~~

~~\*\*Contractor to only invoice actual monthly fee (\$215,000.00) until the holding terminal and two restrooms are open (estimated in November 04)~~

1. Regular Service:

Monthly Price to perform work in accordance with specifications

\$214,370.00/Month (plus \$10,900 for holding area & two new restrooms when they open)

2. Day Porter Service (3160):

Monthly Price to perform work in accordance with specifications

\$ 630.00/Month

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

i. Annual Janitorial Costs \$ 2,190,894.00

ii. Annual Carpet Subcontractor Cost (Resistech) \$ 341,387.00

iii. Annual Supplies and Material Costs \$ 384,113.00  
 (This total includes the % of markup)

**TOTAL ANNUAL COSTS** \$ 2,916,394.00

**MONTHLY CHARGE** \$ 243,032.83

Additional work\* \$ 20,000.00

\* Additional work funds shall be used for supplies or services (See Attachment A - VIII). Funds shall not be paid to CONTRACTOR for CONTRACT maintenance work that was not authorized or successfully completed.

b. CONTRACTOR shall provide a material cost plus 1.0 % mark up for all materials used under this CONTRACT.

**g. PROPOSED NUMBER OF SERVICE HOURS:**

<del>PROPOSED NUMBER OF SERVICE HOURS</del>	<del>MON</del>	<del>TUES</del>	<del>WED</del>	<del>THURS</del>	<del>FRI</del>	<del>SAT</del>	<del>SUN</del>
<del>1. Minimum number of hours of service to be provided for regular service.</del>	<del>-458</del>	<del>-458</del>	<del>-458</del>	<del>-458</del>	<del>-458</del>	<del>-442</del>	<del>-442</del>
<del>2. Minimum number of hours provided for regular service-3160.</del>	<del>-2</del>	<del>-2</del>	<del>-2</del>	<del>2</del>	<del>2</del>		

~~Note: The minimum number of hours to be provided for regular service shall be supplied by the Contractor and shall be provided to perform the daily/weekly items of work and produce the expected level of cleanliness.~~

~~Additional hours may be required to perform the work based upon the Contractor's actual performance and to provide the additional hours required on a monthly/quarterly/semi-annual/annual basis.~~

**INVOICING INSTRUCTIONS:**

~~Contractor will bill monthly in arrears for the completion of individual tasks and/or services set forth herein, in accordance with the terms and conditions incorporated herein.~~

~~As a condition of payment of any invoice, the County must receive an invoice in an acceptable format. Proper references must be made to the contract number and Contractor's Federal I.D. number. In addition, sufficient itemizations and/or description of the completed task and/or service and deliverable must appear on the invoice. Dollar amounts, extensions and totals must be correct.~~

~~Invoices shall cover tasks and/or services not previously invoiced.~~

Invoices must be mailed to:

County of Orange, John Wayne Airport  
 Attn: Accounting Services  
 3160 Airway Avenue  
 Costa Mesa, CA 92626

~~The County Project Manager is responsible for the approval of all invoices related to this contract and subsequent submittal of invoices to the County Auditor-Controller for payment in accordance with Section V incorporated below herein.~~

~~Acceptable invoicing format. Contractor may bill on standard invoice form, but the following references must be indicated on the invoice:~~

- ~~a. County Contract Number;~~
- ~~b. Contractor's Federal I.D. Number;~~
- ~~c. Detailed description of tasks/services and deliverables;~~
- ~~d. Detailed breakdown of hours being invoiced; and~~
- ~~e. Hourly rates and/or itemized costs and total amount of invoice.~~

~~The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction and re-submission.~~

### 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 1 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



EXHIBIT L

~~E. Cost Analysis:~~

~~To be used for comparison of proposals and evaluation of proposals with expected service levels.~~

<del>General Janitorial</del>	<del>\$ 81,700.00/month</del>
	<del>9,835 Hours/month</del>
<del>Window Washing Crew</del>	<del>\$ 5,800.00/month</del>
	<del>578 Hours/wash</del>
<del>Special Floor Crew</del>	<del>\$ 17,600.00/month</del>
	<del>1,940 Hours/month</del>
<del>Supervision</del>	<del>\$ 14,664.00/month</del>
	<del>1,147 Hours/month</del>
<del>On-Site Manger</del>	<del>\$ 3,120.00/month</del>
	<del>176 Hours/month</del>
<del>Insurance/Benefits for above</del>	<del>\$ 50,600.00/month</del>
<del>Supplies, Tools, and Equipment</del>	<del>\$ 30,316.00/month</del>
<del>Indirect Expenses and Profits</del>	<del>\$ 11,200.00/month</del>
<del>TOTAL COST OF PROPOSAL</del>	<del>\$ 215,000.00/month</del>

~~Note: Total cost should equal total monthl proposed price.~~

- ~~• The cost of two additional restrooms, each on the non-sterile side \$ 4,800.00/Month  
(Estimated service to begin November 1, 2004)~~
- ~~• The cost to clean the second temporary passenger holding terminal, \$ 6,100/Month  
which will be identical to the holding terminal viewed at the job walk and is  
3,600 sq. ft (Estimated service to begin November 1, 2004)~~

~~F. SALARY:~~

~~Increase in salaries will be allowed only if mandated Federal/State minimum wage increases occur.~~

~~The only formula allowed for increases will be, if for example, a staff person is making more than minimum wage, JWA will allow the minimum wage increase plus the original difference of the base hourly wage.~~

~~This is a proposed three-year agreement. JWA is looking to maintain a FIXED PRICE AGREEMENT for those three years. This means no price increases in labor rates (unless mandated by Federal or State Minimum Wage increases) and no increases in supplies. No increases will be permitted due to changes in any Union or negotiated employee contracts, or for any other purpose.~~

~~\_\_\_\_\_ **New Minimum Wage**~~  
~~\_\_\_\_\_ + \_\_\_\_\_ **Original Amount Over Minimum Wage**~~  
~~\_\_\_\_\_ **New Total Per Employee**~~

~~\_\_\_\_\_ **New Cost/One Month**~~  
~~\_\_\_\_\_ - \_\_\_\_\_ **Original Cost/Month**~~  
~~\_\_\_\_\_ **Increase Permitted**~~

~~G. \_\_\_\_\_ **OPTIONAL PRICING:**~~

~~\_\_\_\_\_ **Optional fixed price to clean the high ceiling area of the terminal.**~~

~~The following work would be placed under a separate one time purchase order: Clean upper walls, ledges, all exposed framework, and vaulted ceilings in the terminal with only Hepa filtered equipment and or a multi-surface cleaner.~~

~~\_\_\_\_\_ **\$ 67,900.00**~~

~~H. \_\_\_\_\_ **PAYMENT:**~~

~~**Payment will be made within thirty (30) days upon the Auditor-Controller's receipt of approved invoices submitted in accordance with the terms and conditions set forth herein.**~~

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

ATTACHMENT B1  
SCHEDULE OF DEDUCTIONS

~~Contractor has provided an acceptable Schedule of Deduction for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the John Wayne Airport Purchasing Agent. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the Contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "Consequences of Contractor's Failure to Perform Required Services" clause in making deductions to the contract price for non-performed or unsatisfactory work. Unbalancing in the Schedule of Deductions submitted shall be a cause for withholding approval and requiring re-submittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. John Wayne Airport reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions that is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract.~~

**Consequences of Contractor's Failure to Perform Required Services**

~~The Contractor shall perform all of the contract requirements. John Wayne Airport will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractors invoice or otherwise withhold payment for unsatisfactory or non-performed work. John Wayne Airport reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.~~

~~Surveillance Methods. John Wayne Airport may apply surveillance methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling without extrapolated deductions, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions will be taken for all observed defects.~~

~~Procedures. In the case of unsatisfactory or non-performed work, John Wayne Airport:~~

~~————— may give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. John Wayne Airport may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate John Wayne Airport for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.~~

~~————— may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to John Wayne Airport. Corrective action must be completed within twenty-four (24) hours of notice. In addition, John Wayne Airport can assess liquidated damages, as referenced above, in the amount of ten (10) percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.~~

~~————— shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule of Deductions or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, John Wayne Airport can assess liquidated damages, as referenced above, in the amount of ten (10) percent of the value of all observed defects.~~

~~\_\_\_\_\_ may, at its option, perform the work by John Wayne Airport personnel or by other means. John Wayne Airport will reduce the amount of payment to the Contractor, by the amount paid to any John Wayne Airport personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, John Wayne Airport can assess liquidated damages, as referenced above, in the amount of twenty (20) percent of the computed cost.~~

~~\_\_\_\_\_ Re-performance. Re-performance by the Contractor does not waive John Wayne Airport's right to terminate for nonperformance and all other remedies for default as may be provided by law.~~

~~**Estimating the Price of Non-performed or Unsatisfactory Work**~~

~~In accordance with the "Consequences of Contractor's Failure to Perform Required Services", deductions may be taken for non-performed or unsatisfactory work. 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 John Wayne Airport, estimated methods may be used. 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. John Wayne Airport may estimate the cost using wage rate and fringe benefits included in the wage determinations included in the contract. John Wayne Airport's estimates of the Contractor's overhead and profit rates, and John Wayne Airport estimates of material costs if applicable. Liquidated damages, to compensate John Wayne Airport for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the "Consequences of Contractor's Failure to Perform Required Services".~~

EXHIBIT L

<b>TERMINAL SCHEDULE OF DEDUCTIONS</b>			
<b>TASK</b>	<b>UNIT COST</b>	<b>FREQUENCY</b>	<b>COST</b>
<b>RESTROOMS</b>			
15 minute servicing	\$	Every 15 Mins	\$
Clean and refill soap and paper goods dispensers	\$	Daily	\$
Clean and polish mirrors	\$	Daily	\$
Clean and disinfect infant changing tables	\$	Daily	\$
Wash toilets, sinks, fixtures, counters, and floors with HydroTech or equivalent equipment	\$	Daily	\$
Empty waste containers, change sanitary napkin receptacles	\$	Daily	\$
Clean floor drains	\$	Daily	\$
Remove graffiti	\$	Daily	\$
Unstop toilets	\$	Daily if needed	\$
Spot clean doors, handles, and partitions	\$	Daily	\$
Wet wash walls, toilet partitions, and door hardware	\$	Weekly	\$
Clean metal kick plates and pull bars	\$	Weekly	\$
Clean vents with vacuum	\$	Monthly	\$
Clean floor grating	\$	Monthly	\$
Seal floors (2 coats)	\$	Monthly	\$
<b>TERMINAL CARPETING</b>			
Vacuum all carpeted floor areas (including Jetbridges and rugs)	\$	Daily	\$
Remove all gum, tar, and ink	\$	Daily	\$
Spot extract all spills and soiled areas	\$	Daily	\$
Clean/Extract carpet with Steamin Demon or equivalent (1 section per night to clean entire carpet in a 1 month period)	\$	Daily	\$
Contracted application of Dupont Resistech on newly carpeted areas	\$	Weekly	\$
<b>TERMINAL WINDOWS</b>			
Clean all interior windows and frames	\$	Daily	\$
Clean exterior windows facing roadways	\$	Daily	\$
Clean all "other" glass as described in contract	\$	Daily	\$
Clean all terminal glass (interior and exterior)	\$	Monthly	\$
Clean rotated square exterior glass	\$	Yearly	\$
Clean terminal exterior glass facing the airfield	\$	Yearly	\$
Clean glass over sconces	\$	Yearly	\$
<b>TERMINAL CLEANING</b>			
Clean all interior non-carpeted areas with HydroTech equipment or equivalent	\$	Daily	\$
Clean baggage makeup and break areas with HydroTech equipment or equivalent	\$	Daily	\$
Clean 20' from terminal on sterile side with HydroTech equipment or equivalent	\$	Daily	\$
Clean FIDS/BIDS monitors	\$	Daily	\$
Clean interior and exterior doors and frames	\$	Daily	\$

EXHIBIT L

<b>TERMINAL SCHEDULE OF DEDUCTIONS</b>			
<b>TASK</b>	<b>UNIT-COST</b>	<b>FREQUENCY</b>	<b>COST</b>
Empty all wastebaskets	\$	Daily	\$
Disinfect and clean all telephone and door hardware	\$	Daily	\$
Spot clean all walls	\$	Daily	\$
Remove trash from loading dock area	\$	Daily	\$
Steam clean around trash compactor	\$	Daily	\$
Clean and disinfect all drinking fountains	\$	Daily	\$
Clean outside entrance areas. Empty ash trays	\$	Daily	\$
Clean tables in EOC and vending areas in baggage makeup	\$	Daily	\$
Vacuum walk off mats	\$	Daily	\$
Vacuum all wall carpeted areas	\$	Weekly	\$
Clean painted exterior wall along upper roadway	\$	Weekly	\$
Clean sidewalks, porches, ramps, and exterior stairs with HydroTech or equivalent equipment	\$	Weekly	\$
Dust desks, chairs, phones, furniture, partitions, and ledges.	\$	Bi-weekly	\$
Spot clean walls and partitions including glass	\$	Bi-weekly	\$
Clean marks from all doors, woodwork, walls, and staircases	\$	Bi-weekly	\$
Clean and remove marks and stains from counters	\$	Monthly	\$
Clean, wax, and buff floors	\$	Monthly	\$
Clean all interior walls	\$	Monthly	\$
Wash all wastebaskets and rubbish containers	\$	Quarterly	\$
Clean and polish metal fixtures and surfaces	\$	Quarterly	\$
Vacuum clean ceiling vents, grills, partitions, doors, and walls	\$	Quarterly	\$
Vacuum and clean all furniture	\$	Quarterly	\$
Roll up walk off mats and clean underneath	\$	Quarterly	\$
Strip and clean all resilient floors with approved chemicals	\$	Semi-annually	\$
Wash terminal seating furniture	\$	Semi-annually	\$
Clean and polish all counters and partitions	\$	Annually	\$
Clean all wall and ceiling vents and grilles	\$	Annually	\$
Clean upper walls, ceilings, and exposed framework (high cleaning)	\$	Annually	\$
Miscellaneous (supplies/material) Total for Entire Airport			\$

EXHIBIT L

<b>3160/OTHER AREAS SCHEDULE OF DEDUCTIONS</b>			
<b>TASK</b>	<b>UNIT-COST</b>	<b>FREQUENCY</b>	<b>COST</b>
<b>RESTROOMS</b>			
Dust and clean restroom signage	\$	Daily	\$
Wash toilets, sinks, fixtures, counters, and floors with HydroTech or equivalent equipment	\$	Daily	\$
Clean and sanitize all paper dispensers	\$	Daily	\$
Clean and polish all mirrors	\$	Daily	\$
Dust ledges and base boards	\$	Daily	\$
Spot clean partitions and tile walls	\$	Daily	\$
Fill all paper supply dispensers, soap dispensers, & sanitary napkin dispensers as necessary	\$	Daily	\$
Empty trash	\$	Daily	\$
Wash all walls and partitions	\$	Weekly	\$
Wash out all waste containers	\$	Weekly	\$
Clean and polish doors and hardware	\$	Weekly	\$
Clean ceilings, lights, and fixtures	\$	Monthly	\$
Detail toilet compartments and fixtures	\$	Monthly	\$
Seal tile floors (2 coats)	\$	Monthly	\$
<b>ALL AREAS</b>			
Clean entry door glass and clean/polish hardware	\$	Daily	\$
Empty ashtrays and urns	\$	Daily	\$
Empty all trash cans, replace liners as needed	\$	Daily	\$
Vacuum all carpeted areas	\$	Daily	\$
Clean and extract hard surface floors with HydroTech equipment or equivalent	\$	Daily	\$
Clean all walls	\$	Daily	\$
Clean and disinfect drinking fountains	\$	Daily	\$
Dust furniture and signage	\$	Daily	\$
Clean floors outside entries	\$	Daily	\$
Dust all baseboards	\$	Weekly	\$
Dust all ledges and exit signs	\$	Weekly	\$
Clean carpets by extraction with Steam-in-Demon equipment or equivalent	\$	Weekly	\$
Clean all ceilings, vents, and grills	\$	Monthly	\$
Clean high ceiling corners and entryways	\$	Monthly	\$
Clean all windows inside and outside	\$	Monthly	\$
<b>KITCHEN AREA— 3160</b>			
Clean kitchen counters	\$	Daily	\$
Wipe microwave and refrigerators	\$	Daily	\$
Clean and extract hard surface floors with HydroTech equipment or equivalent	\$	Daily	\$
Wipe tables and chairs	\$	Daily	\$
Empty trash in kitchen	\$	Daily	\$
Clean out refrigerators (Fridays)	\$	Weekly	\$

EXHIBIT L

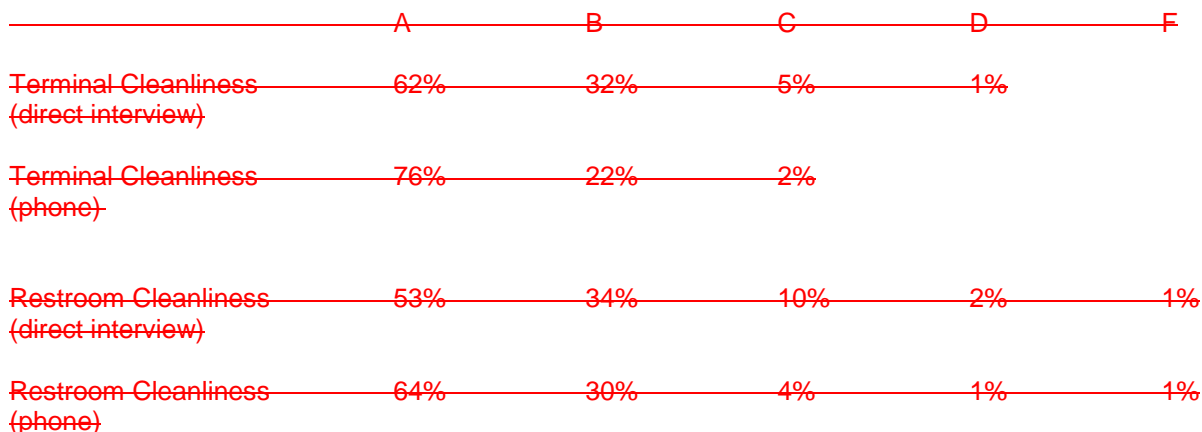
<b>3160/OTHER AREAS SCHEDULE OF DEDUCTIONS</b>			
<b>TASK</b>	<b>UNIT COST</b>	<b>FREQUENCY</b>	<b>COST</b>
<b>ALL OTHER BUILDINGS</b>			
<b>RESTROOMS</b>			
Dust and clean restroom signage	\$	Daily	\$
Wash toilets, sinks, fixtures, counters, and floors with HydroTech or equivalent equipment	\$	Daily	\$
Clean and sanitize all paper dispensers	\$	Daily	\$
Clean and polish all mirrors	\$	Daily	\$
Dust ledges and base boards	\$	Daily	\$
Spot clean partitions and tile walls	\$	Daily	\$
Fill all paper supply dispensers, soap dispensers, & sanitary napkin dispensers as necessary	\$	Daily	\$
Empty trash	\$	Daily	\$
Wash all walls and partitions	\$	Weekly	\$
Wash out all waste containers	\$	Weekly	\$
Clean and polish doors and hardware	\$	Weekly	\$
Clean ceilings, lights, and fixtures	\$	Monthly	\$
Detail toilet compartments and fixtures	\$	Monthly	\$
Seal tile floors (2 coats)	\$	Monthly	\$
<b>ALL AREAS</b>			
Clean entry door glass and clean/polish hardware	\$	Daily	\$
Empty ashtrays and urns	\$	Daily	\$
Empty all trash cans, replace liners as needed	\$	Daily	\$
Vacuum all carpeted areas	\$	Daily	\$
Clean and extract hard surface floors with HydroTech equipment or equivalent	\$	Daily	\$
Clean all walls	\$	Daily	\$
Clean and disinfect drinking fountains	\$	Daily	\$
Dust furniture and signage	\$	Daily	\$
Clean floors outside entries	\$	Daily	\$
Dust all baseboards	\$	Weekly	\$
Dust all ledges and exit signs	\$	Weekly	\$
Clean carpets by extraction with Steam-in-Demon equipment or equivalent	\$	Weekly	\$
Clean all ceilings, vents, and grills	\$	Monthly	\$
Clean high ceiling corners and entryways	\$	Monthly	\$
Clean all windows inside and outside	\$	Monthly	\$



EXHIBIT L

**ADDITIONAL DEDUCTIONS:**

A passenger satisfaction survey conducted by phone and direct interview is taken every 2 years by an independent 3<sup>rd</sup> party. This survey measures among other things, the level of cleanliness that is perceived by the traveling public for the terminal as a whole, and the restrooms. Approximately 1000 people were surveyed by direct interviews and 500 were surveyed on the phone. Our most recent survey conducted in 2003 on an A to F scale gave the following results



In the next survey period, if results generate a greater number of responses for the lower grades in for the terminal and restroom categories, deductions will be made from the Contractor's monthly invoices proportionate to the severity of the score. The size of the deductions will be solely made at the discretion of JWA, but will not exceed \$5,000.00

In addition, JWA has a contract compliance inspection program in place. Inspections will be conducted on a scheduled as well as random basis. In the event that the contractor is not maintaining the facility up to the contract standards, the contractor will be fined at up to \$1,000.00 per failed inspection incident.

**I. Schedule of Deductions**

If for any reason this Scope of Work is modified, including the exercise of an option, and the modification affects the Schedule of Deductions, CONTRACTOR shall submit a revised "Schedule of Deductions" within 15 days of the date of the modification. Prices shown in the "Schedule of Deductions" will be utilized in conjunction with the "Failure to Perform Required Services" clause in making deductions to the CONTRACT price for defective work. Unbalancing in the "Schedule of Deductions" submitted shall be a cause for withholding approval and requiring re-submittal of a balanced schedule.

*The sum of all the total prices (excluding commodities) for the applicable items must equal the "Total Fixed Price" as shown in Attachment D - CONTRACTOR'S Pricing.*

DESCRIPTION	UNIT PRICE	FREQUENCY	TOTAL PRICE
Daily	\$4,853.96	365	\$ 1,771,695.20
Monthly	\$27,486.18	12	\$ 329,834.10
Quarterly	\$20,170.32	4	\$ 80,681.29
Annual	\$33,204.41	1	\$ 33,204.41

Deductions shall be imposed as follows:

EXHIBIT L

		FREQUENCY	TOTAL PRICE
Janitorial	Administration Costs	Each Instance	\$50.00
Janitorial	Deficiencies found during Inspections	Each Instance	\$50.00
Janitorial	Deficiencies Reported	Each Instance	\$100.00
Janitorial	Non-responsiveness	Each Instance	\$50.00
Janitorial	Insufficient Reporting	Each Instance	\$50.00
Janitorial	Inaccurate Reports	Each Instance	\$50.00
Janitorial	Untimely Reports	Each Instance	\$500.00
Janitorial	Staff Shortage	Per Hour	\$20.00
Janitorial	Staff Out of Assigned Area (Unscheduled)	Each Instance	\$50.00
Janitorial	Spills not cleaned within 30 Minutes	Each Instance	\$50.00
Janitorial	Uniform Deficiencies	Each Instance	\$100.00 and Employee Can Not Work Until Uniform is complete
Janitorial	Unusable Cleaning Equipment	Each Instance	\$500.00
Janitorial	Insufficient or Unacceptable Supplies	Each Instance	\$100.00

Notes:

1. JWA reserves the right to impose additional deductions based on material CONTRACT deficiencies found.
2. Deductions will be made for each man hour per shift missed from the monthly invoice once staffing levels have been established.
3. Each deduction taken will be assessed an administrative fee of \$50 per occurrence in addition to any other charges.

ATTACHMENT C  
STAFFING PLAN

<u>Name</u>	<u>Classification</u>
<u>See Attached Plan</u>	

~~The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the Airport's maintenance representative.~~

~~The 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 approval.~~

~~The Contractor shall also list below any subcontractor(s) or subtier anticipated to perform any part of the work or services specified in Exhibit A. Contractor shall describe the particular work by description and percentage of the overall scope of work to be performed by each subcontractor or subtier.~~

<u>Subcontractor(s) of Subtier Name(s)</u>	<u>Description and Percentage of Scope of Work to be Performed</u>
<u>All American Maintenance</u>	<u>Annual High Cleaning</u>

**I. INTRODUCTION**

PBC has developed a method for recording daily activities on a shift by shift basis for JWA that is customized for the unique nuances of the airport and is positioned to specifically measure daily performance against the JWA scope of work requirements.

To create the highest level of consistency and quality in the janitorial program PBC has devised a work plan whereby PBC work crews will be staffed and trained in designated areas of the airport to perform recurring tasks in a familiar environment. Each crew member will reach optimal level of efficiencies and quality of work as recurring tasks in their assigned area become more familiar to them. Accountability is made easier to track on the quality of a specific area assignment as the same permanently assigned work crew member has the daily responsibility to cover their assigned location. Taking the large JWA facility and breaking it down to smaller areas of accountability and making work crew members responsible for clearly defined areas links the supervisor oversight to the work crew member in a clear manner. The methodology of having the same crew

member performing the same tasks in the same location on a daily basis creates consistency, efficiencies, and direct links to measure job performance.

## **II. AREA DESIGNATION**

All areas described within the “Scope of Work,” have been broken down into areas requiring task assignment and staffing within the designated area. Taking into consideration efficiencies, green cleaning and adequate staffing coverage, PBC will utilize zones or coverage areas to breakdown the custodial operations into smaller, more manageable subsets of areas within the airport. This zone coverage methodology creates direct accountability to each specific work crew member for performance of daily tasks within a designated area.

## **III. AREA TASK ASSIGNMENTS**

Each area or coverage area has been designed to include specific tasks or responsibilities. The specific lists or task responsibilities have been designed to cover duties detailed within the “Scope of Work” and create direct accountability to perform such tasks to the crew member assigned.

PBC has assigned a frequency for every single component (line item) listed in the JWA Contract Articles” Attachment A, Scope of Work. Embedded in the PBC work plan are detailed listings of tasks (covering all tasks listed in “Attachment A”) broken down by key geographic areas in the airport clearly stipulating the frequencies in which each task is completed. The following are the key geographic areas broken down by daily and non-daily task frequencies:

- Arrival Level – Daily Cleaning Tasks
- Arrival Level – Non Daily Cleaning Tasks
- Departure Level– Daily Cleaning Tasks
- Departure Level– Non Daily Cleaning Tasks
- Surrounding Buildings– Daily Cleaning Tasks
- Surrounding Buildings – Non Daily Cleaning Tasks
- Windows – Window Cleaning Intervals/Tasks

Each work crew member is assigned to complete the daily tasks in their designated area of responsibility as documented on the “Staff Schedule Sheet.” Non-daily tasks are assigned to work crew members by the shift supervisor who strategically utilizes available crew members to address the frequency tasks. Most detailed cleaning staged for non-daily frequencies are handled by the 3<sup>rd</sup> shift crew members who are positioned to address these tasks during non-traffic hours. PBC Project Manager refers to the non-daily detailed listing of cleaning tasks arranged in the key geographic areas (see above) and assigns non-daily frequency cleaning tasks to shift supervisors for completion.

## **IV. STAFFING**

### **a. Overview**

On every shift, PBC management chain will always include a Supervisor and Lead Janitor. Shift supervisor is directly linked to each crew member who has clear responsibility for their designated areas and tasks within that area. Job performance and work crew effectiveness for the areas and tasks assigned to them are more easily supervised and needed shifts in staffing become more obvious as areas/tasks are clearly assigned to individual work crew members. The measurement of quality control and traffic pattern changes within the facility is more easily managed as a result of breaking down the larger facility into more manageable smaller areas of responsibility.

PBC Project Manager will bear the overall responsibility to oversee the supervision of all shifts and is responsible for the coordination of all aspects of the janitorial program. PBC Project Manager has more of the global view whereas the shift supervisor has direct responsibility for work crew members on their particular shift. PBC Project Manager will be tasked with adjusting routine staffing hours and tasks to accommodate adequate integration with all shifts and handle special JWA assignments. PBC Project Manager will also continually evaluate the shift supervisors for their performance in maintaining quality control, adequately training and monitoring work crew performance, and real time communication with

COUNTY Project Coordinator during their shift periods. Lastly, PBC Project Manager will coordinate non-daily cleaning tasks to ensure adequate coverage for predetermined frequencies.

The work plan has been developed with direct accountability for easy performance evaluation at the work crew member level and has also been integrated with identified efficiencies that are positively influenced by the use of the best possible equipment and intensive oversight. The scheduling PBC work crews and their accountability to the shift supervisor have been positioned to ensure maximum services for the airport's investment in the janitorial program.

Key to maintaining consistency and quality is PBC's strategy of providing multiple trained and badged back up crew along with further back up from supervisory staff, poised to cover absences as they occur. The depth in labor pool made possible by PBC's close proximity to the airport will ensure uninterrupted service and work crew coverage to complete daily tasks. There will be a pool of PBC supervisors who do not have permanent responsibilities at the airport that will be trained and positioned to fill in for shift supervisors as necessary. This depth of resources at the work crew and supervision level as well as executive oversight in close proximity to the airport uniquely positions PBC as the superior janitorial program for JWA bringing about consistency and oversight at its highest levels of performance.

The fully integrated PBC staffing plan detailing the specific areas of coverage and the tasks to be performed within that area have been mapped and are included within the proposal response.

PBC is extremely confident that the janitorial services at JWA will be vastly improved with an increased level of cleanliness, enhanced tracking/reporting, and seamless communications linking JWA directly with PBC in a real time manner. PBC will accomplish these lofty improvements by deploying:

- FOB/bio-metric technology used for work crew task/time management
- Direct accountability linking work crews to direct shift supervisors
- Real time communications that constantly position work crews to respond as needed
- Epidemic and emergency response plans in readiness condition for rapid deployment
- Use of PBC comprehensive green cleaning program in daily janitorial services

**b. PBC Project Manager**

- The on-site, immediate customer contact. This individual will be available 24/7 to ensure the needs of JWA are met
- Project Manager will oversee all three (3) shifts. This individual's shift will vary in start and stop times. Some days may require this Project Manager to be on site overlapping both 3<sup>rd</sup> and 1<sup>st</sup> shifts. Some days may require the Project Manager to be on site 1<sup>st</sup> and 2<sup>nd</sup> shifts
- Will review all schedules submitted by Day, Night and Weekend Supervisors
- Conducts routine, quality control checks of all areas
- Reports to COUNTY Project Coordinator. Coordinates and disseminates all information to PBC Supervisors
- This position will be a full time, salary individual whose pay is incorporated in the overall hourly rates of the Janitors and Supervisors

**c. 1st Shift Supervisor**

- 6:00 am – 2:30 pm
- Will report directly to PBC Project Manager
- Oversees all 1<sup>st</sup> Shift Janitors
- Schedules 1st shift janitors in respective zones according to assigned areas, anticipated traffic and detail work. Re-routes janitors to high traffic zones and is responsible for providing immediate coverage when situation arises
- Conducts routine, quality control checks

- Coordinates with 2<sup>nd</sup> and 3<sup>rd</sup> Shift Supervisors any necessary transitions into each respective shift, regarding coverage, unexpected increase of traffic in certain zones, etc.

**d. 2nd Shift Supervisor**

- 2:00 pm – 10:30 pm
- Will report directly to PBC Project Manager
- Oversees all 2<sup>nd</sup> Shift Janitors
- Schedules 2<sup>nd</sup> shift janitors in respective zones according to assigned areas, anticipated traffic and detail work. Re-routes janitors to high traffic zones and is responsible for providing immediate coverage when situation arises
- Conducts routine, quality control checks
- Coordinates with 1<sup>st</sup> and 3<sup>rd</sup> Shift Supervisors any necessary transitions into each respective shift, regarding coverage, unexpected increase of traffic in certain zones, etc.

**e. 3rd Shift Supervisor**

- 10:00 pm – 6:30 am
- Will report directly to PBC Project Manager
- Oversees all 3<sup>rd</sup> Shift Janitors
- Schedules 3<sup>rd</sup> shift janitors in respective zones according to assigned areas, anticipated traffic and detail work. Re-routes janitors to high traffic zones and is responsible for providing immediate coverage when situation arises
- Conducts routine, quality control checks
- Coordinates with 1<sup>st</sup> and 2<sup>nd</sup> Shift Supervisors any necessary transitions into each respective shift, regarding coverage, unexpected increase of traffic in certain zones, etc.
- Coordinates with carpet cleaning supervisor. Relays information regarding spot cleaning, coverage and detail cleaning

**f. Summary of Each Shift**

- First and Second shift will be made up of 16 crew members. Third shift will be made up of 14 crew members
- Each shift will have a Full Time Supervisor

**V. CHAIN OF ACCOUNTABILITY – DAILY CHECKLIST AND QUALITY ASSURANCE**

- a. Direct management oversight of each shift's work crews by experienced shift dedicated supervisors that have both the experience and professionalism to oversee the operations on the particular shift they have jurisdiction over.
- b. Each shift supervisor is held responsible for all areas under his or her leadership and is required to perform quality audits measuring the crew's performance. The shift supervisor uses the customized PBC quality control template designed specifically for JWA, to rate the individual work crew members performance on daily tasks in each of the work crew members designated areas. (Supervisor will use a handheld PDA for this task)
- c. The shift supervisor performs the quality control audits at a minimum of once daily during the shift, staggering the actual time within the shift that the audit is conducted so as to measure performance levels throughout the shift (the quality control template is date/time stamped)
- d. The shift supervisor uploads the daily quality control templates (each crew member and area assigned the crew member is rated daily) to the web accessed PBC WinTeam software application and is stored in the data base under the relevant shift identification (uploads are stored in a formatted structure to build data for reporting to PBC management and JWA).

- e. PBC Project Manager is directly responsible for the performance of the shift supervisors and accordingly performs evaluation audits on the quality and performance of the shifts under jurisdiction of the shift supervisor.
- f. PBC Project Manager performs (minimum 3 per week for each shift) an independent quality control audit utilizing the same templates that the shift supervisor uses to rate the performance of the shift supervisor and the overall quality of task/area coverage on the specific shift. PBC Project Manager will use a handheld PDA for this task.
- g. PBC Project Manager provides timely feedback to the shift supervisor on work crew personnel, tasks, and areas that are not rated similarly to the shift supervisor's audits and immediate corrective action is taken.
- h. The two (2) PBC VP Operations So Cal (day and night operations VP's both premised at PBC's corporate offices at 3080 Airway Avenue, Costa Mesa) will share the task of quality control audits designed to evaluate the performance of PBC Project Manager and to ensure that work crew personnel, daily tasks, and the quality of designated areas measured on a shift level basis are meeting quality control standards; i.e., shift supervisor performance is consistent with what is being reported by PBC Project Manager.

**TIMEKEEPING EQUIPMENT**PBC will utilize a contemporary electronic biometric Payroll Time & Attendance system that consists of state-of-the-art fingerprint authentication technology enabling PBC to accurately track and report the attendance of employees with the touch of a finger (shift by shift). This time-tracking system shall accurately account for hours worked by all employees at JWA by assignment. All time recorded by employees must be approved by their respective supervisor at the close of CONTRACTOR's payroll period and such approval shall be recorded in the time and attendance system.

## **VI. CONTINGENCY PLAN FOR ABSENTEEISM, MISSED SHIFTS AND PAID DAYS OFF**

PBC Project Manager will prepare and maintain a contact roster that includes the following:

- Name, address and telephone number for:
  - Existing badged full time employees that includes scheduled work shifts;
  - Existing badged part time employee that includes scheduled work shifts;
  - Existing trained and badged back up employees that includes hours of availability (this list will be maintained monthly and contain a minimum of 12 individuals. These individuals may be current PBC employees employed at other work sites, or qualified trained individuals who have completed all necessary training and documentation)
  - Existing trained and badged PBC supervisory personnel (this list will be maintained monthly and will include a minimum of 10 individuals who are familiar with the JWA site and available for fill in as needed).

PBC has a strictly enforced and well communicated policy of a necessary four (4) hour advance call-in by any employee to be excused from work. PBC Project Manager will maintain a current call roster specifically for the JWA location that includes back up workers who are trained, badged and available on for "on call" job reporting. In the event an employee fails to call in and/or report for their shift, PBC Project Manager will utilize the current roster of employees who are badged and trained at JWA and will also utilize this updated back up list to have a qualified replacement on site as soon as possible. If there is a gap in service in an area due to an unscheduled absenteeism (emergency absence by employee), PBC will hold over existing personnel whenever possible (providing necessary overtime pay) to cover until fill in support arrives on site. In lieu of the ability to hold over staff, PBC will shift existing personnel to cover critical areas until a back up employee reports to work. Given the close proximity of the PBC offices and the amount of trained, badged, back up personnel PBC will devote to the site; a back up crew member can be on site within 30 minutes or less of notification of need.

PBC Project Manager will utilize the above-described process in advance of the scheduled absence to arrange for complete seamless coverage.

To further assure seamless coverage in the event of an absence, each shift position has been detailed as to coverage area, task and frequency on the Individual Staff Schedule sheets included in this proposal. By having all shifts and positions fully document and readily available, PBC Project Manager and/or Shift Supervisor will provide immediate direction and coverage for any missed shift.

PBC Project Manager, assisted by the PBC Human Resources Administrative Assistant, will monitor JWA qualified back up personnel roster monthly, ensuring we have trained, badged staff available for all shifts.

## **VII. FACILITY MAPS**

Maps and schedules are a part of PBC's plan to service JWA. All service areas listed in "Scope of Work, Attachment A," have been accounted for within this plan.

Each work crew member has an individual schedule that breaks down daily tasks to be performed within their designated area, and also includes working hours, break and meal times (breaks and meal times are staggered to ensure seamless coverage. In addition, daily shift start and stop times overlap by 30 minutes to ensure smooth transition and communication between shifts). These schedules are provided to all crew members for all three shifts.

An overall map of coverage areas has been provided. This map has been color coded to correspond with 1<sup>st</sup> and 2<sup>nd</sup> shifts. Due to reduced traffic levels on the third shift the staffing on the third shift differs slightly from the 1<sup>st</sup> and 2<sup>nd</sup> shifts. This was designed to increase productivity in lower traffic areas and permit further focus on detail cleaning.

All maps submitted in PBC's proposal are herein incorporated in this CONTRACT by this reference.



EXHIBIT L

<b>Classification</b>	<b>Hours per day</b>	<b>Locations of work</b>	<b>Services provided</b>
<b>GENERAL STAFF</b>			
Project Manager	8	All Airport Areas	Project Management
Human Resources office assistant	2	PBC Corporate Office & JWA/PBC Airport Office Space	Human Resources
Safety Officer	.5	All Airport Areas	Safety Training/Inspection
<b>SHIFT 1</b>			
Supervisor Shift 1	8	All Airport Areas	Shift 1 Crew Member Management
Crew Member # 1 – 1 <sup>st</sup> Shift	8	South Trailer, Gates 1-4	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 2 – 1 <sup>st</sup> Shift	8	Gate #4 – Men’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 3 – 1 <sup>st</sup> Shift	8	Gates 5-10, TSA N/S, Gate 8 Women’s RR	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 4 – 1 <sup>st</sup> Shift	8	North Trailer, Gates 11-14	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 5 – 1 <sup>st</sup> Shift	8	Gate #11 – Women’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 6 – 1 <sup>st</sup> Shift	8	Gate #4 – Women’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 7 – 1 <sup>st</sup> Shift	8	Gate #11 – Men’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 8 – 1 <sup>st</sup> Shift	8	Ticketing Int./Ext. North, Ticketing Men’s Restrooms	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 9 – 1 <sup>st</sup> Shift	8	Ticketing Int./Ext. South, Ticketing Women’s Restrooms	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 10 – 1 <sup>st</sup> Shift	8	Windows	Clean Windows Below 10’
Crew Member # 11 – 1 <sup>st</sup> Shift	8	Baggage Claim Int., Baggage Claim Men’s Restroom	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 12 – 1 <sup>st</sup> Shift	8	Ramp Area, Trailers, Restrooms, Maintenance Bldg.	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 13 – 1 <sup>st</sup> Shift	8	Trash	
Crew Member # 14 – 1 <sup>st</sup> Shift	8	Baggage Claim Ext., Baggage Claim Women’s Restroom	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 15 – 1 <sup>st</sup> Shift	8	Admin Bldgs., Plot’s Lounge, Jay’s Gate	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 16 – 1 <sup>st</sup> Shift	8	Rover, Gate 7 Men’s Restroom	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
<b>Total Daily Shift Members:</b>	<b>16</b>	<b>Total Daily Shift Hours: 128</b>	

EXHIBIT L

<b>SHIFT 2</b>			
Supervisor Shift 2	8	All Airport Areas	Shift 1 Crew Member Management
Crew Member # 1 – 2 <sup>nd</sup> Shift	8	South Trailer, Gates 1-4	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 2 – 2 <sup>nd</sup> Shift	8	Gate #4 – Men’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 3 – 2 <sup>nd</sup> Shift	8	Gates 5-10, TSA N/S, Gate 8 Women’s RR	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 4 – 2 <sup>nd</sup> Shift	8	North Trailer, Gates 11-14	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 5 – 2 <sup>nd</sup> Shift	8	Gate #11 – Women’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 6 – 2 <sup>nd</sup> Shift	8	Gate #4 – Women’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 7 – 2 <sup>nd</sup> Shift	8	Gate #11 – Men’s Restroom Attendant	Dedicated Restroom Attendant
Crew Member # 8 – 2 <sup>nd</sup> Shift	8	Ticketing Int./Ext. North, Ticketing Men’s Restrooms	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 9 – 2 <sup>nd</sup> Shift	8	Ticketing Int./Ext. South, Ticketing Women’s Restrooms	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 10 – 2 <sup>nd</sup> Shift	8	Windows	Clean Windows Below 10’
Crew Member # 11 – 2 <sup>nd</sup> Shift	8	Baggage Claim Int., Baggage Claim Men’s Restroom	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 12 – 2 <sup>nd</sup> Shift	8	Ramp Area, Trailers, Restrooms, Maintenance Bldg.	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 13 – 2 <sup>nd</sup> Shift	8	Trash	Collect Trash & bring to Designated Location
Crew Member # 14 – 2 <sup>nd</sup> Shift	8	Baggage Claim Ext., Baggage Claim Women’s Restroom	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 15 – 2 <sup>nd</sup> Shift	8	Admin Bldgs., Plot’s Lounge, Jay’s Gate	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 16 – 2 <sup>nd</sup> Shift	8	Rover, Gate 7 Men’s Restroom	General Cleaning, (Specific Tasks listed on Crew Member Sheet)
<b>Total Daily Shift Members</b>	<b>16</b>	<b>Total Daily Shift Hours: 128</b>	

EXHIBIT L

<b>SHIFT 3</b>			
Supervisor Shift 3	8	All Airport Areas	Shift 1 Crew Member Management
Crew Member # 1 – 3 <sup>rd</sup> Shift	8	Men’s Restrooms	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 2 – 3 <sup>rd</sup> Shift	8	Women’s Restrooms	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 3 – 3 <sup>rd</sup> Shift	8	Gates 1 - 5	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 4 – 3 <sup>rd</sup> Shift	8	Gates 6 - 9	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 5 – 3 <sup>rd</sup> Shift	8	Gates 10 -14	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 6 – 3 <sup>rd</sup> Shift	8	TSA Security & Food Court Areas	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 7 – 3 <sup>rd</sup> Shift	8	Baggage Claim	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 8 – 3 <sup>rd</sup> Shift	8	Ticketing Area	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 9 – 3 <sup>rd</sup> Shift	8	Supervisor Designated Areas	Detail Cleaner
Crew Member # 10 – 3 <sup>rd</sup> Shift	8	Supervisor Designated Areas	Detail Cleaner
Crew Member # 11 – 3 <sup>rd</sup> Shift	8	Exterior Departure & Arrival (Other Areas As /Needed)	Pressure Washing
Crew Member # 12 – 3 <sup>rd</sup> Shift	8	Ramp Area, Trailers, Restrooms, Maintenance Bldg.	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
Crew Member # 13 3 <sup>rd</sup> Shift	8	Trash	Collect Trash & bring to Designated Location
Crew Member # 14 – 3 <sup>rd</sup> Shift	8	Baggage Claim Ext., Baggage Claim Women’s Restroom	Detail Cleaning, (Specific Tasks listed on Crew Member Sheet)
<b>Total Daily Shift Members</b>	<b>14</b>	<b>Total Daily Shift Hours: 112</b>	

**ATTACHMENT D  
CONTRACTOR PRICING SHEET**

**IV. 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.

**V. 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 Regardless of the number of days in the month:

Description	Unit	Cost	No. of Units	Total Annual Cost
Janitorial Costs	Monthly	\$ 184,617.92	12	\$ 2,215,415.04
Supplies and Materials	Monthly	\$ 32,010.00	12	\$ 384,120.00
Carpet Cleaning: Resistech	Monthly	\$ 25,960.00	12	\$ 311,520.00
Non-Terminal Outer Building Windows (inside and out)	Annually	\$ 542.00	1	\$ 542.00
Terminal Windows above 1 <sup>st</sup> window sill	Annually	\$ 4,032.00	1	\$ 4,032.00
Terminal Linear Vents, Diffusers, HVAC registers	Annually	\$ 765.00	1	\$ 765.00
<b>Sub-Total Annual Amount</b>				\$ 2,916,394.04
<b>Additional Repairs and Work as Needed (See Attachment A – XI)</b>				\$ 145,819.70
<b>Total Annual Amount</b>				\$ 3,062,213.74

CONTRACTOR shall provide a material cost plus 1% mark up for any additional materials used under this CONTRACT.

**VI. INVOICING**

EXHIBIT L

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:

- i. CONTRACTOR's name and address
- j. CONTRACTOR's remittance address (if different from 1 above)
- k. Name of COUNTY agency department
- l. COUNTY CONTRACT number
- m. Service date(s)
- n. Service description (as specified above)
- o. CONTRACTOR's Federal I. D. number
- p. Total

Invoices and support documentation are to be forwarded to:

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

## **~~CONTRACTOR RESPONSIBILITIES – DAY PORTER (3160 Airway)~~**

### **~~A. LENGTH OF SHIFT AND HOURS OF SERVICE~~**

~~The day porter shall work those hours as required (7:00 a.m. – 11:00 p.m.)~~

~~NOTE: Hours may be varied dependent upon specific conditions at each facility subject to the approval of the Airport Maintenance Contract Coordinator. However, once hours have been agreed upon, they shall remain fixed for the duration of the contract.~~

### **~~B. SERVICE LEVELS~~**

~~The Contractor shall provide full service during all of the hours designated for the performance of this work and shall provide suitable substitutes if the regular staff is unavailable. All of the work performed by the Day Porter shall be in addition to and not a substitute for any regular nighttime custodial operations.~~

### **~~C. COMMUNICATIONS~~**

~~The Contractor shall furnish and maintain a pager system such that the Day Porter can and shall respond immediately to notification by the Airport Maintenance Contract Coordinator.~~

### **~~D. EQUIPMENT/SUPPLIES~~**

~~Equipment: all equipment (sweepers, aerial lifts, etc.) required to perform the work will be provided by the Contractor. Equipment may be stored on-site, but only for short periods during actual use. The County will not be responsible for the security of any Contractor equipment.~~

~~The Contractor shall furnish and have readily available to the Day Porter all cleaning supplies, cleaning tools/equipment, and paper products required for performance of this work.~~

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### **~~E. CONTRACT ADMINISTRATION~~**

~~While the Day Porter will report to and be supervised by the Airport Maintenance Contract Coordinator, JWA Purchasing will be responsible for all contract administration.~~

### **~~F. SIGN IN AND SIGN OUT~~**

~~Day Porter shall sign in and sign out with the Airport Maintenance Contract Coordinator at the start and end of each shift.~~

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### **~~G. REGULAR ASSIGNMENTS~~**

~~The designated Airport Maintenance Contract Coordinator will prepare a listing of regular tasks and a corresponding schedule based upon anticipated work to be performed during the day. The schedule will also contain designated times for the Day Porter to return to the Airport Maintenance Contract Coordinator to obtain any additional special assignments that might develop during the day.~~

### **~~H. SPILLS~~**

~~One of the primary assignments is the prompt cleanup of any spills or other conditions that might pose a health or safety hazard to the users or occupants of the facility. The Day Porter shall immediately clean any such area identified during their regular work in the facility and at any time such a condition is identified and reported by either the Airport Maintenance Contract Coordinator or other occupant/user of the facility. Contractor must have a procedure for the disposal of bodily fluids and blood, due to accident or illness by any persons on the Airport premise.~~

~~Contractor to provide for the clean up and disposal of bodily fluids, and it must conform with all applicable regulations.~~

~~I. PAGER RESPONSE~~

~~The Day Porter shall immediately report to the Airport Maintenance Contract Coordinator upon notification by pager and shall follow the instructions of the Airport Maintenance Representative.~~

~~J. RESTROOMS~~

~~The Day Porter shall regularly inspect and service all restrooms, especially all public use restrooms, to ensure that the floors and walls remain clean and free from debris, and to ensure that all dispensers are full.~~

~~K. CORRIDORS~~

~~The Day Porter shall inspect and clean all hallways, corridors, entrances, and exits to remove any and all accumulations of dirt and/or debris and to clean any spills.~~

~~The Day Porter shall clean all ashtrays/sand urns and assure that they are 20' away from building and shall empty all trash cans that become full or near full during the day.~~

~~L. REPORTING DEFICIENCIES~~

~~The Day Porter shall report any general maintenance deficiencies directly to the Airport Maintenance Contract Coordinator, to include any plumbing problems and broken or damaged equipment. The Day Porter shall give a full description of the needed work, a description of the priority needed for repair. The Day Porter shall also take any necessary action to restrict access to the area, post the equipment or area as inoperative, turn off water, or other measures until the repair personnel arrive.~~

~~IX. SERVICE AT OTHER BUILDINGS~~

~~This includes the Maintenance facility, two trailers and three G/A restrooms.~~

~~A. OFFICE AREAS, CORRIDORS AND ENTRIES~~

~~1. DAILY SERVICES~~

~~Using clean or new cloths with a multi-surface cleaner, clean and remove smudges from entry door glass.~~

~~Polish all entry handles, door plates and metal trim using new or clean cloths.~~

~~With Windex or an equivalent glass and multi-surface cleaner using new or clean cloths, wipe clean all glass, wood or metal doors and door jambs.~~

~~Screen all sand urns of butts and debris. Clean container and add sand as needed. Assure all ashtrays and sand urns are 20' from all exits and entrances.~~

~~Empty all trash receptacles, clean container with a multi-surface cleaner and replace plastic liner.~~

~~Dust and clean all horizontal surfaces using only Hepa filtered equipment and or dustless sweeping cloths.~~

~~Vacuum all carpet areas completely using Hepa filtered equipment and a machine with counter rotating brushes and remove spots.~~

~~Clean and extract hard surface floors.~~

~~Using new or clean cloths, clean and remove smudges and marks on walls, and wall coverings using a multi-surface cleaner.~~

~~Clean, polish, and sanitize all drinking fountains using new or clean cloths. Disinfect with an approved hospital grade disinfectant cleaner with a kill rate of 99.999% after 10 minutes contact time.~~

~~Using dustless cloths, dust, polish and straighten all furniture as needed.~~

~~Dust and clean using Hepa filtered equipment and or dustless cloths, all lobby and corridor signage.~~

~~Report any lights burned out.~~

~~Police outside entries front & rear.~~

~~Secure all doors and turn off appropriate lights upon completion of work assignments.~~

## ~~2. WEEKLY SERVICES~~

~~Using Hepa filtered equipment and or dustless sweeping cloths, dust and clean and polish all baseboards.~~

~~Spot clean all carpeted areas.~~

~~Dust all ledges and exit signs using Hepa filtered equipment and or clean dustless cloths.~~

~~Dust all walls.~~

## ~~3. MONTHLY SERVICES:~~

~~Clean all ceiling vents and grills using Hepa filtered equipment and or clean dustless cloths.~~

~~Dust and clean using Hepa filtered equipment and or a clean dustless sweeping cloth all high ceiling corners and entryways.~~

~~Extract traffic areas of carpet as needed.~~

## ~~4. QUARTERLY SERVICES~~

~~Extract carpets to maintain high level of appearance.~~

~~Clean all windows inside and outside.~~

## ~~B. RESTROOMS~~

### ~~1. DAILY SERVICES~~

~~Dust and clean restroom signage and doors with a multi-surface cleaner.~~

~~Extract and disinfect with an approved hospital grade disinfectant cleaner, tile floors, paying particular attention to areas under urinals and toilet bowls.~~

~~Using the HydroTech Portable Cleaner & Extractor Unit #HT-1500 or JWA approved equivalent equipment and chemicals, apply chemical, wash, rinse, extract and dry all toilets, sinks, fixtures, counters, and floors. These must all be dry and spot free by 5:00 a.m.~~



~~Empty, clean, sanitize and polish all paper dispensers, replacing liners as necessary.~~

~~With Windex or an equivalent glass and multi-surface cleaner, clean and polish all mirrors.~~

~~Dust ledges and base boards with dustless cloths.~~

~~Damp wipe, polish and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean out covers and doorknobs~~

~~Spot clean with hospital grade disinfectant cleaner all partitions and tile walls. (Report any graffiti and remove if possible).~~

~~Fill all toilet tissue, seat covers, soap, towel, and sanitary napkin dispensers as necessary.~~

~~Report all burned out lights, leaking faucets, running plumbing or other maintenance needs.~~

~~Restroom doors will be propped open with a rubber stop and sign indicating restroom closed for cleaning, placed outside.~~

~~2. SEMI-WEEKLY SERVICES (TWO TIMES PER WEEK)~~

~~Pour water down floor drains where required, to prevent sewer gasses from escaping.~~

~~3. WEEKLY SERVICES~~

~~Wash down all walls with a hospital grade disinfectant cleaner.~~

~~Wash all waste containers and disinfect with hospital grade disinfectant.~~

~~Clean and polish all doors, doorplates, and hardware.~~

~~4. MONTHLY SERVICES~~

~~Seal all ceramic floors with a minimum of two (2) coats of a non-slip penetrating sealer.~~

~~Brush and clean all grills and vents using Hepa filtered equipment and or dustless cloths.~~

~~C. KITCHEN, VENDING AREA OR LUNCHROOM (Maintenance Building)~~

~~1. DAILY SERVICES FIVE (5) DAYS PER WEEK~~

~~Using a hospital grade disinfectant cleaner and new or clean cloth:~~

- ~~• Clean counter top and sink if empty.~~
- ~~• Wipe outside of microwave and refrigerator with a hospital grade disinfectant cleaner and new or clean cloths.~~
- ~~• Damp mop floor with a new or clean mop head.~~
- ~~• Wipe off tables and chairs and arrange.~~
- ~~• Empty trash.~~

~~X. MATERIALS~~

**A. SUPPLIES**

~~Contractor shall furnish at its own expense all equipment, tools, and all supplies to perform this work. The equipment, tools, and supplies shall include but not be limited to:~~

~~Equipment: Wet and dry vacuum cleaners (dry vacuums to have attached magnets), extractor, janitorial carts, ladders, floor washers, buffers/polishers, steam cleaner and carpet pile lifter and any other cleaning equipment necessary to perform to the requirements herein. (See attached required Contractor equipment list for details "Attachment B" to this Exhibit)~~

~~Tools: Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, and squeegees.~~

~~Supplies: floor, glass, tile, and carpet cleaners; floor wax strippers, sealers, tile, metal, furniture waxes/polishes, disinfectants, deodorant blocks, trash can liners, and hand soap.~~

~~Paper Supplies: Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin disposal bags.~~

**1. Supplies Specifications**

~~Contractor is to provide the grade, brand name, weight, and specifications (if applicable) of all disposable paper products (recycled materials preferred) to be utilized in the stocking of restrooms. Minimum weights for these applicable products are listed below. The type of soap is to be specified.~~

- ~~Toilet Tissue #1 — minimum weight 47 lbs. per case  
(two-ply for all County office spaces)~~
- ~~Toilet Tissue #2 — Minimum weight 54 lbs. per case  
(one-ply for all other areas)~~
- ~~Paper Towels — Minimum weight 24 lbs. per case~~
- ~~Toilet Seat Liner~~
- ~~Sanitary Napkins~~
- ~~Sanitary Napkin Disposal Bags~~
- ~~Coconut liquid soap (color -yellow)~~

~~The Contractor will specify the grade, brand name, bag mil thickness, and specifications (if applicable) of all disposable rubbish liners. The minimum mil thicknesses for liners are listed below:~~

- ~~1. Small liners (8-10 gallon capacity) ———— 0.04 mil per liner~~
- ~~2. Medium liners (20-30 gallon capacity) ———— 1.00 mil per liner~~
- ~~3. Large liners (40-45 gallon capacity) ———— 0.75 mil per liner~~

**B. QUALITY OF CLEANING MATERIALS/SUPPLIES**

~~All cleaning supplies, materials, and tools used in the performance of this contract shall be Airport approved and of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply, or tool which may damage County property or which may be a risk to employees, the public, or others using County facilities.~~

**C. TRASH**

~~Contractor shall promptly remove all trash from the buildings daily. Dumpsters and other trash containers are provided for disposal of trash.~~

~~Contractor shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.~~

~~Contractor shall not recycle trash or store recycled material on the premises.~~

## ~~XI. CONTRACTOR'S RESPONSIBILITIES~~

### ~~A. EMPLOYEES~~

- ~~1. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security clearance to perform this work; fingerprints will be required. Contractor shall research the employment and police records of each employee and shall maintain a copy of that research.~~
- ~~2. Health: Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. The Contractor shall not allow the use or presence of alcohol or drugs on the premises or in any of the buildings. (Reference: codified Ordinances of Orange County on use or presence of alcohol or drugs in public facilities.)~~
- ~~3. Identification: All personnel shall wear complete, clean, and matching uniforms, furnished by the Contractor, at all times during the performance of this work. The uniform shall consist of a contractor issued jacket (optional), shirt, and pants with the contractor's company name clearly identified. The Contractor's supervisory staff and/or its area supervisor may wear identification badges in lieu of uniforms. The Contractor shall provide and staff shall wear a clear, distinctive name badge at all times during performance of this work, to be readily identifiable to the County personnel within the facility.~~
- ~~4. Conduct: No person(s) shall be employed for this work who is found by the County to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs; who fails or otherwise refuses to perform the work properly and acceptable, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this work.~~
- ~~5. Supervision: Contractor shall provide a supervisor or foreman for each shift who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English. Identification badges shall clearly indicate that the individual is a supervisor or foreman.~~
- ~~6. Training: Contractor shall have an ongoing training program for all its staff. Contractor shall provide only personnel who have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in custodial services.~~
- ~~7. Non-Discrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.~~
- ~~8. Communication: All Contractor employees who are working on the day or swing shifts and have contact with the traveling public shall be able to converse in English in order to provide basic information such as directions to Airport patrons. The Contractor management representative and the Project Manager shall be fluent in English in order to effectively communicate with Airport staff.~~
- ~~9. Contractor Management Representative: This individual shall be stationed at JWA and work regular business hours Monday thru Friday. This individual shall interact daily with Airport staff~~

~~and conduct daily inspections to ensure that the Contractor is performing work as required by the contract.~~

~~**B. EQUIPMENT**~~

~~All vehicles shall meet all applicable State of California motor vehicle code requirements and Cal-OSHA regulations.~~

~~**C. CONTRACTOR'S OFFICE**~~

~~Contractor shall maintain an office in or near Orange County with a telephonic communications system such that twenty-four (24) hour emergency notification is possible. All calls shall be returned within two (2) hours. All calls to the Contractor shall be toll free from Santa Ana/Costa Mesa (949 exchange).~~

~~Contractor shall install and maintain a telephone in the custodial office at John Wayne Airport.~~

~~**D. RECORDS**~~

~~Contractor shall maintain an accurate record showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee. This record shall be subject to the inspection of the County and the State Division of Labor Law Enforcement in accordance with the provisions of the State Labor Code 1776.~~

~~Contractor shall provide copies of the following records:~~

- ~~a. Daily attendance sheets
  - ~~• Date~~
  - ~~• Name of worker.~~
  - ~~• Location of work~~~~
- ~~b. Individual training
  - ~~• Date of training~~
  - ~~• Name of worker.~~
  - ~~• Type of training~~~~
- ~~c. Safety Training:
  - ~~• Date of Training~~
  - ~~• Name of worker.~~
  - ~~• Topic~~~~
- ~~d. Weekly Reports
  - ~~• The Contractor shall provide a report once a week describing overall condition, problems, and cracked or broken glass.~~~~
- ~~e. Restroom inspection log sheets:
  - ~~• Date~~
  - ~~• Name of worker.~~~~

~~The Contractor agrees to permit County's Auditor-Controller or Director, or their authorized representatives, access during normal working hours to all books, accounts, records, reports, files, and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.~~

~~**E. BASIC SKILLS**~~

~~The Contractor shall furnish staff that has been trained and possesses all of the necessary skills for custodial maintenance, to include the general knowledge for the performance of the tasks listed under Specific Tasks.~~

~~The staff shall possess a basic understanding of general building maintenance and shall be able to effectively communicate maintenance problems outside the scope of these duties to the Airport Maintenance Contract Coordinator.~~

~~The staff shall be capable of productive work in an independent, unsupervised manner of working from a minimum of direction.~~

~~The entire staff shall communicate effectively in basic verbal English for working the day or swing shift (0600-2300) hours.~~

~~Only personnel meeting these qualifications for offsite work shall be employed in this work, and any person failing to meet these requirements or is in some way unsatisfactory shall be replaced immediately.~~

~~**F. PROTECTION AND RESTORATION**~~

~~The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.~~

~~**G. RESTRICTIONS**~~

~~1. General: Contractor's personnel shall not disturb papers on desks, open drawers or cabinets, use radios, television sets, coffee pots, stoves or refrigerators, nor shall they tamper with any personal or County property.~~

~~2. Telephones: Telephones, except those in the custodial office, shall not be used by the Contractor or its employees for personal or business reasons with the following exceptions:~~

~~a. Notification to the Orange County Sheriff of damage as required in this contract.~~

~~b. To report need of medical aid, fire, or need of law enforcement call the Communications Center by dialing 852-4000.~~

~~Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.~~

~~c. County Radios: The Contractor or its employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of this contract, as well as punitive action.~~

~~**H. CONTRACTOR PARKING**~~

~~Parking will be provided on a pay basis in a Parking Structure at a present cost of \$30.00\* /month/employee. This cost may be subject to change at a future date. (\*Subject to change)~~

~~**XIII. BUILDING SECURITY**~~

~~**KEYS**~~

~~John Wayne Airport will issue such keys as necessary for access to the work area. Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated.~~

### ~~**SECURITY SYSTEM**~~

~~The work area may be protected by limited access security systems. The County will issue an initial access code number to the Contractor. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.~~

### ~~**FACILITY SECURITY**~~

~~Contractor shall keep all doors locked while working in the building. Keys shall not be left in the doors. Contractor shall not admit any person into the building who is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. The Contractor shall check all windows and doors for proper closure and locking, and extinguish all lights except master security lighting before leaving the facility.~~

### ~~**DAMAGE**~~

~~Contractor shall immediately report all conditions and/or occurrences out of the norm to the Orange County Sheriff to include broken windows, vandalism, and/or other major facility damage. Contractor shall immediately report any minor facility damage, i.e., walls, flooring, plumbing, etc., that would affect facility operation and appearance to the Airport Maintenance Contract Coordinator.~~

## **XV. JWA RESPONSIBILITY**

~~1. John Wayne Airport will provide approximately 545 square feet of storage space at the Terminal to the Contractor for the purpose of storage of supplies. There will be access to other janitor closets and water heater rooms for storing supplies at the Administration Bldg. This area will be viewed as County space and as such will be used for any purpose other than the execution of this proposed agreement. There will be no fee charged for this space.~~

~~Contractor shall provide all tools, equipment and vehicles to perform the duties under the Scope of Work.~~

## **XVI. HAZARDOUS MATERIALS OR SUBSTANCES**

~~CONTRACTOR will comply with all material usage limitations, permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, the CONTRACTOR is to notify the Airport what type and quality of material will be used and shall provide the Airport with the Manufacturer's Material Safety Data Sheet as required by law. CONTRACTOR shall use and dispose of all materials in conformance with manufacturer's recommendations.~~

~~Compliance with Environmental Laws: CONTRACTOR agrees to accept full responsibility for compliance with all applicable Environmental Laws, rules regulations, restrictions, and ordinances relating to Hazardous Materials. CONTRACTOR shall comply with all such Environmental Laws, rules and regulations, including, but not limited to, those applicable to the storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, chemicals, domestic or industrial cleaning products, or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.~~

~~Remediation: CONTRACTOR agrees that it shall be responsible for the clean-up, removal and remediation of any Hazardous Materials or contamination caused by the CONTRACTOR or any of its subcontractors or agents.~~

~~Environmental Indemnification: CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses arising from its actions including without limitation, business interruption, diminution in value of COUNTY property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert witness fees as a result of the release or spilling of contamination of Hazardous Materials upon or within COUNTY property except that CONTRACTOR's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Agreement, the subject of ongoing investigation and remediation by third parties that are not affiliated with CONTRACTOR. This indemnification includes, without limitation, reasonable attorney's fees and costs, costs incurred by COUNTY in connection with any investigation of site conditions or any cleanup, remedial action, removal, or restoration work required by any federal, state or local governmental entity because of Hazardous Materials being present in the soil or groundwater or under the site of other affected COUNTY property. The indemnification shall survive the termination of the Agreement.~~

## ~~XVII. HEALTH AND SAFETY PROVISIONS~~

~~Caution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used, will comply with the Occupational Safety & Health Administration (OSHA) requirements, and federal and state safety orders.~~

~~The CONTRACTOR will have (at the work site) copies of, or suitable extracts of, "General Industry Safety Orders" issued by the California State Division of Industrial Safety. The CONTRACTOR will comply with the provisions of these and all other applicable laws, ordinances, and regulations.~~

~~SAFETY PLAN. The CONTRACTOR will submit for approval, prior to beginning the Contract, a comprehensive Safety Plan outlining code of safe work practices and procedures as listed in Appendix C: Code of Safe Practices in the Guide to Developing Your Workplace Injury and Illness Prevention Program, CCR Title 8, Section 1509, Industrial and Illness Prevent Program, Subchapter 4. The plan will provide a list of competent persons for activities for which competent persons are defined and are required by state law.~~

~~The Safety Plan is to contain directions to the closest hospital and provide a map showing the Airport and the location of hospitals. Information regarding spill response and hazardous materials is to be included. The plan will be reviewed and signed by all personnel entering Airport property. The plan will identify the projects included in the Safety Plan, describe operational safety during the activity, and limitations of work area. It will provide a method for the identification of CONTRACTOR'S vehicles, and it will list safety considerations to be discussed at a conference at the beginning of the contract service period and at subsequent safety meetings. All safety and hazardous materials training must be documented.~~

~~SAFETY MEETINGS. Safety meetings will be held and documented at the start of the contract and at regularly scheduled times as described in the Safety Plan and at the introduction of new personnel on site. The meetings will cover the items in the Safety Plan. This is also a good time to review the Airport's environmental requirements (such as not hosing down work areas, etc.).~~

~~Whenever references are made to published documents (standards, regulations, codes, etc.), it shall be understood that the applicable editions are those in effect (or which bear the latest publication date) on the date that the work is advertised for bids, unless otherwise specified. Where provisions of the pertinent codes, regulations, and standards conflict, the most stringent provisions shall govern. A list of definitions and terms as used throughout this contract is attached.~~

## ~~XVIII. STORM WATER CONTROL AND CONTAMINATION~~

### ~~A. STORM WATER LAWS AND REGULATIONS:~~

~~Federal regulations for stormwater discharges were issued by the U.S. Environmental Protection Agency (U.S. EPA) on November 16, 1990 (40 Code of Federal Regulations CFR Parts 122, 123, and 124). The regulations require operators of specific categories of facilities, such as airports, where discharges of stormwater associated with industrial activity (stormwater) occur, to obtain a National Pollutant Discharge Elimination System (NPDES) permit.~~

~~At that time three types of activities were required to be permitted. The airside airfield, of John Wayne Airport is considered to be an industrial activity, and therefore is covered by an industrial permit. The landside operations of the airport, including parking lots and roadways, are considered a municipal activity and are covered by a municipal permit issued to the County of Orange. Construction activities are regulated by a construction permit issued to John Wayne Airport.~~

~~The County's Water Quality Ordinance (OCCO Title 4, Division 13, Sections 4-13-10 et. seq.) regulates the non-stormwater discharges into the County's Separate Stormwater Sewer System so as to reduce the discharge of Pollutant(s) into the waters of the State. The Clean Water Act and the resulting NPDES permits (CAS 0108740) require the County to take steps to reduce pollutants leaving its systems to the maximum extent practicable. In early 2002, the California Regional Water Quality Control Board, Santa Ana and San Diego Regions, issued revised NPDES permits (Board Orders R8-2002-0010 and R9-2002-0001) to the County of Orange, Orange County Flood Control District (OCFCD), and all incorporated cities as co-permittees. The revised permits require the County to adapt and implement a Local Implementation Plan (LIP) in order to implement new and stricter programs and procedures and the revision of applicable ordinances. The purpose of the LIP is to eliminate all the prohibited discharges, which contain any pollutant from public or private property to the stormwater drainage system.~~

~~In furtherance of these regulations and Section 402 of the Clean Water Act (CWA), the State of California has adopted a General Permit for discharges of stormwater associated with industrial activities: "State Water Resources Control Board (State Water Board) Water Quality Order No. 97-03-DWQ, NPDES General Permit No. CAS 000001 (General Permit)." JWA and its tenants have applied for and received coverage for stormwater and authorized non-stormwater discharges pursuant to the general permit for the industrial activities and are subject to the permit's requirements, conditions, and penalties for violation of said General Permit conditions. The permit prohibits discharges of materials other than stormwater (non-stormwater discharges) that discharge either directly or indirectly to waters of the United States. The permit requires the development and implementation of an effective Stormwater Pollution Prevention Plan (SWPPP) and Monitoring Program Plan (MPP).~~

~~The CONTRACTOR shall comply with all applicable laws, regulations, and permits pertaining to stormwater control and discharge.~~

~~Whenever references are made to published documents (standards, regulations, codes, etc.), it shall be understood that the applicable editions are those in effect (or which bear the latest publication date) on the date that the work is advertised for bids, unless otherwise specified. Where provisions of the pertinent codes, regulations, and standards conflict, the most stringent provisions shall govern. A list of definitions and terms as used throughout this contract is attached.~~

~~CONTRACTOR is advised that the NPDES permit does not allow the discharge of non-stormwater into the airport stormdrain system. CONTRACTOR is prohibited from washing down sidewalks, stairways, or other paved areas. CONTRACTOR is also prohibited from dumping or disposing of any water, fluids, or other materials into the stormdrain system.~~

~~Training meetings: will be held and documented at the start of the contract and at the introduction of new personnel on-site. The meetings will discuss the environmental pollution prevention issues.~~

## ~~B. SPILLS~~

~~The CONTRACTOR shall exercise appropriate care to prevent and protect against spills. The CONTRACTOR shall be prepared to clean up small scale spills and will provide inert, absorbent materials on-site, as needed. The CONTRACTOR shall properly transport and dispose of all used absorbent material. The~~



~~CONTRACTOR will be responsible to clean up or pick up and properly dispose of all other chemical spills or materials that they are qualified to safely remove.~~

~~C. STORM WATER INDEMNIFICATION~~

~~The Contractor shall indemnify, defend, and hold the County harmless from any and all fines, penalties, costs, or other liabilities arising from the CONTRACTOR's improper, illegal, or non-permitted non-storm water discharges or spills. This indemnification includes, without limitation, reasonable attorney's fees and costs, costs incurred by the County in connection with any investigation of site conditions or any clean up, remedial action, removal, or restoration work required by any federal, state, or local government entity because of a non-storm water discharge or spills. This indemnification shall survive the termination of this Agreement.~~

~~See Attachment # 3 for Environmental Definitions~~

**ATTACHMENT # 2  
EQUIPMENT LIST**

~~It will be the Contractor's responsibility to determine the quantity of the equipment required as listed herein, however, JWA reserves the right to request additional quantities at the Contractor's expense. Multiple machines and multiple attachments will be required to perform the work at this jobsite as the Airport has 21 restrooms at the terminal and outlying area, and 7 restrooms at the administration building and over 1500 feet of curbside sidewalk and over 30,000 sq ft. of ramp surface area along the terminal building that will need to be cleaned.~~

~~EQUIPMENT LIST: The equipment listed below or JWA approved equivalent is required to perform the custodial duties at JWA and is the responsibility of the Contractor.~~

~~HydroTech Portable Cleaner and Extractor Unit #HT-1500~~

~~200-1500 adjustable psi~~

~~auto fill, auto dump~~

~~metered chemical feed~~

~~3 amp outlet~~

~~1.5hp motor~~

~~Oil bath piston driven pump~~

~~Pneumatic tires~~

~~Front locking casters~~

~~Float level switches to prevent pump burn-out~~

~~External reset breakers for pressure and dump pump~~

~~Metered service timer~~

~~Front inspection panel~~

~~HydroTech ProRaceR Large Area Floor Tool #HTPR-100~~

~~HydroTech ProRaceR Small Area Floor Tool (number not known yet)~~

~~HydroTech Tile Wand 12" #HTW-412A~~

~~HydroTech Tile Wand 18" #HTW-618A~~

~~HydroTech Tile Wand 20" #HTWM-10613MS~~

~~HydroTech Hand Tool #HTHT-120SM~~

~~HydroTech Crevice Tool #HTCT-107SM~~

~~HydroTech Spray Gun #HTSG-2SM~~

~~Steamin Demon II High Flow Carpet Extractor/Cleaner~~

~~With 3 stage 115" water lift vacuum system and a flow rate of 3 GPM +~~

~~NOTE: Multiple machines are required to perform the carpet cleaning at JWA as there is over 143,000 sq ft. of carpet in the terminal building that is to be cleaned by extraction.~~

~~Multiple carpet drying fans~~

~~Power bonnet carpet cleaning as needed to prep carpet surface for cleaning with the high flow extraction equipment~~

~~Industrial Vacuums with commercial suction power levels and counter-rotating brushes for carpet agitation~~

~~Extension poles for cleaning equipment to reach upper walls and windows~~

~~Other cleaning equipment and supplies as necessary~~





**EXHIBIT B**

**COUNTY-SUPPLIED RESOURCES AND ASSISTANCE**

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~~Contractor will be provided the existing space as shown on the job walk. Contractor to equip this space with it's own furniture, time clocks or time/scan equipment, computers and general office furniture. Contractor will be provided the existing storage space for their major equipment, along with access to standard janitor closets, and access to power and water.~~

~~The County reserves the right to accept or reject any or all of Offeror's requirements for County-supplied resources and assistance.~~

EXHIBIT E

PROJECT/WORK SCHEDULE

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~~See attached project/work schedule.~~ Should reflect a typical one week period, showing routine & preventive maintenance (as derived from your proposed Schedule of Deductions included as Exhibit G) and emergency repair response coverage assignee to all appropriate personnel throughout all three shifts. Include the following:

- ~~a. Technician's title~~
- ~~b. Hourly rate of pay~~
- ~~c. Number of man hours proposed~~
- ~~d. A description of each technician's area of responsibility and assigned shift.~~
- ~~e. Description of how much time will be allocated to each of the technicians, in order to perform all Preventive Maintenance Tasks assigned to them, and any unscheduled repairs.~~

CLASSIFICATION OF EMPLOYEES/HOURLY RATES/HOURS OF EACH EMPLOYEE

*(See Page 2)*

~~EXHIBIT G~~  
~~EQUIPMENT LISTING~~

~~See Attached Contractor listing of all equipment that will be provide to fulfill the requirements of the Scope of Work, in Exhibit A.~~