

CONTRACT MA-280-1801155
BETWEEN
THE COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
HORIZON LIGHTING SERVICES INC.
FOR
LIGHTING MAINTENANCE SERVICES

THIS Agreement, hereinafter referred to as "CONTRACT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Horizon Lighting Services Inc., hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

RECITALS

WHEREAS, CONTRACTOR responded to Request for Proposal (RFP) for providing goods and services for COUNTY; and

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

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

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

NOW THEREFORE, PARTIES mutually agree as follows:

ARTICLES

COUNTY GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire CONTRACT:** This CONTRACT, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between 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.
- C. **Amendments – Changes/Extra Work:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

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 goods, CONTRACTOR shall give COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT amendment. Said amendment shall be issued by COUNTY assigned DPA, shall require the mutual consent of all PARTIES, and may be subject to approval by COUNTY Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

No adjustments made to the scope of work shall be authorized or paid for without prior written approval of COUNTY assigned Deputy Purchasing Agency (DPA).

- D. **Taxes:** All prices shall include any applicable sales taxes.
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all goods and/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 services have actually been received to the satisfaction of COUNTY and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** CONTRACTOR expressly warrants that services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold COUNTY and its indemnities as identified in Article "Z", and as more fully described in Article "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder shall 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 "Z", it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it shall 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 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

Termination for Default: If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within 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.

- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, its employees, nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- N. **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.

- O. **Insurance Provisions:** Prior to the provision of services under this CONTRACT, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR'S expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all SUBCONTRACTORS performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage (Owned, Non-owned and Hired vehicles)	\$10,000,000 for commercial ramp access
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***As Required by Written Contract***.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COUNTY of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***As Required by Written Contract***.

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

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

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

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

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

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

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

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

P. Changes: See Article C.

Q. 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.

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

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

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

U. 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.

- V. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **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.
- X. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY 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.
- Y. **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.
- Z. **Indemnification:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability shall be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.
- AA. **Audits/Inspections:** CONTRACTOR agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of CONTRACTOR for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

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

Additional Terms and Conditions:

1. **Airport Security:** CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's SUBCONTRACTORS must complete a background clearance SIDA class in order to obtain an I.D. badge.
 - i. **Badge Acquisition:** Prior to issuance of a security badge(s), designated CONTRACTOR personnel who shall be working on-site at 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 (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$27.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. CONTRACTOR's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 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 Transportation Security Agency (TSA) and JWA. CONTRACTOR's designated personnel must successfully complete the badge acquisition within 14 days of CONTRACT execution, unless other arrangements have been coordinated by COUNTY Project Coordinator or designee in writing.
 - ii. **Driving Endorsement:** In addition to obtaining a JWA access control badge, CONTRACTOR's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.
 - iii. **Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.
 - a. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or

they are under escort by a properly badge individual. Each JWA employee, JWA CONTRACTOR, SUBCONTRACTOR or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

- b. JWA security badge is the property of COUNTY and must be returned upon termination of CONTRACTOR personnel employment and/or termination, expiration or completion of CONTRACT. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
 - c. JWA security badge is nontransferable.
 - d. In the event that a CONTRACTOR'S badge is not returned to JWA upon termination of CONTRACTOR personnel employment and/or termination or expiration of CONTRACT, a fine of \$250.00 per badge shall be charged to CONTRACTOR. CONTRACTOR'S final payment may be held by COUNTY or a deduction from CONTRACTOR'S payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
 - e. CONTRACTOR shall submit the names, addresses, and driver's license numbers for all CONTRACTOR personnel who shall be engaged in work under this CONTRACT to COUNTY Project Coordinator within seven days after award of the CONTRACT or within seven days after the start of any new CONTRACTOR personnel and/or prior to the start of any work.
 - f. No worker shall be used in performance of this work that has not passed the background check.
2. **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 fee CONTRACT, as set forth herein.
 3. **CONTRACT Term:** This CONTRACT shall be effective on June 9, 2018 through and including June 8, 2019 and may be renewed thereafter for four (4) additional, one (1) year periods. COUNTY is not obligated to give a reason if it elects not to renew this CONTRACT.
 4. **CONTRACTOR'S License:** CONTRACTS that include requirements for installation or state "furnish and install" require that CONTRACTORS possess a valid California State CONTRACTOR's License at the time of CONTRACT award. If SUBCONTRACTORS are used, they must also possess a valid California State CONTRACTOR's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials, of the project is three hundred dollars (\$300.00) or more. Failure to be licensed or to keep the license current and in good standing during the term of the CONTRACT with COUNTY shall be grounds for CONTRACT revocation.

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

In accordance with Section 3300, Article 3, Chapter 3, of Part I of Division 2 of the Public Contract Code, CONTRACTOR shall possess the following classification of CONTRACTOR'S licenses:

C-10: Electrical

License Number 877805

CONTRACTOR shall, at all times during the term of this CONTRACT, maintain in full force and effect such Licenses & Certificates as may be required by the State of California or any governmental entity for CONTRACTOR to perform the duties specified herein and provide the services required pursuant to this CONTRACT.

5. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of COUNTY assigned buyer.
6. **Amendments – Changes/Extra Work:** CONTRACTOR shall make no changes to this CONTRACT without COUNTY's written consent. In the event that there are new or unforeseen requirements, COUNTY with CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, CONTRACTOR's ability to deliver services, or the project schedule, CONTRACTOR shall give COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a contract amendment. Said amendment shall be issued by COUNTY-assigned 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.

7. **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.
8. **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.
9. **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.

10. **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.
11. **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.

12. **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.
13. **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.

14. **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.
15. **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.
16. **CONTRACTOR's Project Coordinator and Key Personnel:** CONTRACTOR shall appoint a Project Coordinator to direct CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Coordinator shall be subject to approval by COUNTY and shall not be changed without the written consent of COUNTY's Project Coordinator, which consent shall not be unreasonably withheld.

CONTRACTOR's Project Coordinator and 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 three (3) business days after written notice by COUNTY's Project Coordinator. COUNTY's Project Coordinator shall review and approve the appointment of the replacement for CONTRACTOR's Project Coordinator. COUNTY is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR's Project Coordinator from providing services to COUNTY under this CONTRACT.

17. **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.
18. **CONTRACTOR's Responsibility:** CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this CONTRACT.

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

19. **Cooperative Agreement:** The provisions and pricing of this contract will be extended to other political sub-divisions and County of Orange agencies/departments for ninety (90) days from the date of the order of the originating agency/department. If the contractor accepts additional orders from other political sub-divisions or other County of Orange agencies/departments, the CONTRACTOR will be obligated to provide the exact item(s) or service(s) at the same cost. The quantity must be the same or less than that stated in this contract. Political sub-divisions and County of Orange agencies/departments wishing to use this contract will be responsible for issuing their own acceptance and making any subsequent payments.

If the CONTRACTOR cannot provide the exact item(s) or service(s) when requested by another subdivision or County agency/department, the CONTRACTOR may not provide substitute items or services under this provision.

These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The CONTRACTOR is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract.

20. **COUNTY's Project Coordinator:** COUNTY shall appoint a Project Coordinator, as specified in Article 43 - 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.
21. **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.
22. **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.

23. **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.

24. **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.
25. **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.
26. **Firm Price Quotes:** Prices quoted herein shall be firm for the period of CONTRACT.
27. **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.
28. **Headings Not Controlling:** Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this CONTRACT.
29. **Interpretation of CONTRACT:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by COUNTY's assigned 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.
30. **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.
31. **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.
32. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the general prevailing wage shall be paid for maintenance services performed under this CONTRACT in excess of \$1,000.00. CONTRACTOR shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this CONTRACT. Rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlrs/DPreWageDetermination.htm>. CONTRACTOR

shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. CONTRACTOR shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

33. **Registration of CONTRACTORS:** CONTRACTORS and all SUBCONTRACTORS must comply with the requirements of labor code section 1771.1(a), pertaining to registration of CONTRACTORS pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
34. **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 Attachments.
35. **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.
36. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. COUNTY's Project Coordinator and CONTRACTOR's Project Coordinator will meet on reasonable notice to discuss CONTRACTOR's performance and progress under this CONTRACT. If requested, CONTRACTOR's Project Coordinator and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.
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:** No performance of this CONTRACT or 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 any performance of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

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

39. **Termination – Orderly:** After receipt of a termination notice from COUNTY, CONTRACTOR shall submit to COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by COUNTY upon written request of CONTRACTOR. Upon termination COUNTY agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
40. **Title to Data:** All materials, documents, data or information obtained from COUNTY data files or any COUNTY medium furnished to CONTRACTOR in the performance of this CONTRACT will at all times remain the property of COUNTY. Such data or information may not be used or copied for direct or indirect use by CONTRACTOR after completion or termination of this CONTRACT without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this CONTRACT.
41. **Validity:** The invalidity in whole or in part of any provision of this CONTRACT shall not void or affect the validity of any other provision of the CONTRACT.
42. **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.
43. **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
Phone #: 949-252-5095
Email: ryee@ocair.com

cc: JWA/Purchasing
Attn: Annie Pham, DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone #: 949-252-5240
Email: apham@ocair.com

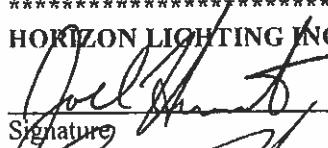
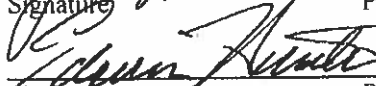
CONTRACTOR: Horizon Lighting Inc.
Attn: Ricky Sanchez
2351 McGaw
Irvine, CA 92614
Phone: 949-336-4337
Email: ricky@horizonlightinginc.com

County of Orange, John Wayne Airport

Contract MA-280-18011155
Lighting Maintenance Services

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

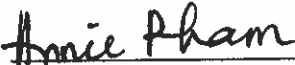
HORIZON LIGHTING INC.*:

	Joel Hunter	Vice President	1/25/18
Signature	Print Name	Title	Date
	Edwin Hunter	President	1/25/18
Signature	Print Name	Title	Date

* 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; or 3) any Vice President.
- The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; or 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:

	Annie Pham	Deputy Purchasing Agent	2/2/18
Signature	Print Name	Title	Date

Approved by the Board of Supervisors on: _____

Approved as to Form:

COUNTY Counsel

By: 
Deputy

Date: 2.5.2018

**ATTACHMENT A
SCOPE OF WORK****I. OVERVIEW**

- A. John Wayne Airport (JWA), owned and operated by the County of Orange, is the only commercial service airport in Orange County, California, and services approximately 10.8 million annual passengers. JWA is located approximately thirty-five (35) miles south of Los Angeles, between the cities of Costa Mesa, Newport Beach, Irvine and Santa Ana. The service area includes more than three million people in thirty-four (34) cities and unincorporated areas of Orange COUNTY.
- B. This Scope of Work is comprised of the following: Attachment A, Scope of Work; Attachment B, CONTRACTOR'S Pricing Sheet; Attachment C, Staffing Plan; Attachment D, Schedule of Deductions; Attachment E, Lighting Locations; and Attachment F, Lighting Inventory.
- C. CONTRACTOR shall provide all parts, labor, materials, lamps, ballasts, wiring, tools, vehicles, lifts, equipment and any other items required to accomplish Lighting Maintenance Services as specified herein. Service areas include Terminals A/B/C, Commercial Area Ramp, Outer Buildings, Parking Structures, Parking Lots, and various outer areas as specified on Attachment E, Lighting Locations. Service areas exclude tenant spaces.
- D. This Lighting Maintenance Services Contract shall be used for projects and maintenance including, but not limited to, inspection, repair, retrofitting, relamping, and upgrading of interior and exterior lighting.

II. MAINTENANCE REQUIREMENTS

CONTRACTOR shall:

- A. Coordinate all work with COUNTY Project Manager or designee.
- B. Meet with COUNTY Project Manager as requested.
- C. Be onsite at least two (2) regularly scheduled nights per week to perform Lighting Maintenance Services.
 - 1. Regular nights shall be Monday and Thursday unless otherwise coordinated with COUNTY Project Manager.
 - 2. Regular monthly service will consist of service two (2) nights per week at eight (8) hours each equating to a total of sixty-four (64) hours per month.
 - 3. Provide services between the hours of 11:00 PM to 4:00 AM in all public areas, areas of airport operations, and/or anywhere that safety is a concern as determined by COUNTY Project Manager.
 - 4. Provide services in non-public, outer or support buildings at any time when airport operations are not affected and safety is not a concern. CONTRACTOR shall coordinate with the COUNTY Project Manager.
- D. Repair and/or replace all lamps, wiring, wiring insulation, fuses, ballasts, diffusers, fixtures and any other lighting issues found during inspections or via assigned Corrective Work Orders.
 - 1. CONTRACTOR'S responsibility for wiring shall extend to base of light poles.
 - 2. Chemically wash all lighting fixtures, diffusers, sconces, and other reflective components.

3. All fixtures shall be washed with an antistatic solution.
 4. All fixtures shall be clean, free of dirt and debris.
 5. Disposal of all used lamps in accordance with environmental requirements.
 6. All work areas are clean.
- E. Test the emergency light fixtures for proper operation once a month.
1. Repair and/or replace emergency lamps and/or emergency batteries (including weak or non-functioning)
- F. Replace all lamps including but not limited to high pressure sodium (HPS), metal halide (MH), compact fluorescent (CFL), and light-emitting diode (LED) with the same type as removed.
1. LEDs are only to be repaired or replaced when requested and/or approved by COUNTY Project Manager.
- G. Check in each night at the Service Desk before work begins. Upon arrival, sign in on the designated sign-in sheet in the designated area and sign out at the end of each workday.
- H. Acquire all necessary permits.
- I. Document and report observed outages to JWA Service Desk at 949-852-4004.
- J. Be subject to periodic inspection by COUNTY Project Manager. CONTRACTOR shall re-perform any incomplete or unsatisfactory work found within twenty-four (24) hours from notification.
- K. Perform independent inspections or joint inspections with COUNTY Project Manager when requested.
- L. Remove all lamps and other materials from each work site by the end of each working day.
- M. Replace all defective ballasts with the manufacturer specified ballasts.
- N. Identify and advise COUNTY Project Manager of any additional maintenance or repair work that may be required to maintain the efficient lighting of the facility.
- O. Submit all rebates and rebate information to COUNTY Project Manager.
- P. Provide lighting services that cannot be performed the same day that require special equipment within seven (7) days.
- Q. Ensure that any lights that are not working and cannot be repaired on the same day due to incorrect lamps or materials shall be scheduled and performed the next calendar day and continue each consecutive day until all lights work as designed.
- R. Correct all outages within seven (7) days of initial report.

III. **COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)**

CONTRACTOR shall:

- A. Pick up all COUNTY assigned Corrective Work Orders and Preventive Maintenance Work Orders (PMs) assigned to CONTRACTOR.
- B. Leave completed CMMS PMs and Corrective Work Orders at COUNTY designated area in the completed box at the end of each work day.

1. All PMs and Corrective Work Orders assigned must be completed and documented prior to monthly invoicing.
- C. Attach a Service Ticket to each PM, Corrective Work Order, and Service Call. Service Ticket shall include:
 1. Printed name
 2. Signed name
 3. Total time expended on work
 4. Date completed
 5. Description of work
 6. Actions taken to repair lamps
 7. Condition of the fixture upon completion
 8. Follow up procedures, if any, to restore lighting
- D. All invoiced work (labor and materials) shall be supported by a completed PM or Corrective Work Order.

IV. ANNUAL AUDIT/INVENTORY

CONTRACTOR shall:

- A. Audit and update Lighting Inventory annually at minimum.
 1. Inventory is to be performed and completed in September and as requested by COUNTY Project Manager.
 2. Inventory is to be continuously updated by CONTRACTOR as changes to the lighting inventory are made.
 3. Inventory will be reviewed for accuracy by COUNTY Project Manager.
 4. Entire Inventory takes an estimated 180 hours to complete.
- B. Provide COUNTY Project Manager a completed and updated inventory in an acceptable format including the following:
 1. Date of inventory
 2. Specific lamp type with manufacturers ID, wattage, style, base, hours, and temp
 3. Fixture type
 4. Location of fixture
 5. Room number, if available
 6. Height of fixture
 7. Light Pole Number, if available
 8. Height of Pole Light
 9. Exit signs
 10. Quantities of fixtures and lamps

V. RESPONSE TIME

CONTRACTOR shall:

- A. Provide and maintain a telephone answering system or service, which can contact and dispatch service personnel twenty-four (24) hours per day, seven (7) days per week.
- B. Respond within two (2) hours of being contacted by COUNTY Project Manager or designee for emergency services.
- C. Respond within twenty-four (24) hours of being contacted by COUNTY Project Manager or designee for non-emergency services.

VI. STAFFING

CONTRACTOR shall:

- A. Provide adequate staff to perform this work as described in this Scope of Work.
- B. Provide a minimum of one (1) licensed electrician with a minimum of five (5) years of verifiable experience in the electrical area.
 - 1. Electrician to oversee all work and be directly accountable for all work performed at JWA.
- C. Provide additional staff as required to support the above mentioned electrician specifically trained and experienced in the type of work called out in this Scope of Work.
 - 1. Additional staff may be electricians, apprentices, and laborers.
 - 2. Additional staff will report directly to the primary electrician.
- D. Start the Badging process immediately upon CONTRACT award.
- E. Provide staff that can pass a security background investigation to acquire a JWA badge.
- F. Ensure that all CONTRACTOR'S staff wear uniforms with company name and logo.
- G. Provide staff that can communicate in English.

VII. EQUIPMENT

CONTRACTOR shall:

- A. Provide all necessary service trucks, vehicles and equipment (i.e., aerial lifts, ladders, platforms, scaffolding, etc.) required to perform scope of work in accordance with this CONTRACT.
- B. Required equipment shall reach all light fixtures regardless of difficulty.
 - 1. Fixtures range from ground level to 100' high. The highest fixtures are the high mast poles along the Terminal ramp.
- C. Have required equipment on site within seven (7) days of outage notification regardless of equipment size or work requirements.
- D. Ensure that all CONTRACTOR'S vehicles have company's name and logo on the side of all vehicles driven on the airfield.
- E. Provide required rental equipment.
 - 1. Receipt for required rental equipment must be included as supporting documentation with invoice for payment.
- F. Make all arrangements and be onsite to receive and ship all equipment and materials.
- G. Coordinate with COUNTY Project Manager prior to delivery.
- H. Protect all carpeting and other flooring from equipment damage by using ¾" plywood under the

equipment within all areas of the terminal building.

1. Wrap all rubberized tires with tape when using equipment within any building.
 2. Pneumatic tire lifts: Non-marking tires are required or tires must be taped.
- I. Not use ladder trucks and/or scaffolding on the airfield.
- J. Notify COUNTY Project Manager and obtain authorization prior to leaving any equipment on site. COUNTY Project Manager may reject all requests to leave equipment at JWA.

VIII. MATERIALS

CONTRACTOR shall:

A. Provide all materials:

1. Maintain a reasonable stock of lamps and ballasts in the CONTRACTOR'S warehouse, to ensure timely performance.
 2. Maintain an adequate supply of miscellaneous lighting parts and supplies necessary on each service vehicle to minimize any delays in providing repair or maintenance services.
 3. Maintain a reasonable supply system for acquisition of parts either immediately or within a maximum period of twenty four (24) hours.
 4. Receipt for materials must be included as supporting documentation with invoice for payment.
- B. Provide lamps and ballasts manufactured, purchased, and installed within the year of the date code. Any lamp not conforming to this requirement shall be replaced within twenty-four (24) hours of discovery and/or a significant deduction will be imposed per Attachment D, Schedule of deductions. CONTRACTOR shall provide proof of the date code to COUNTY Project Manager.
- C. Provide lamps and ballasts manufactured by GE, Sylvania, or Phillips. All replacement parts shall be inspected and determined if adequate by JWA Project Manager. Any substitute parts not conforming to the intent of this Scope of Work, as determined by COUNTY Project Manager, shall be replaced within two (2) working days from date of discovery. CONTRACTOR shall abide by the determinations made by COUNTY Project Manager.
- D. Provide fuses manufactured by Cooper.
- E. Provide TZN wiring.
- F. Ensure all materials are new, high grade (commercial grade), free from defects, and suitable for the specific purpose intended.
- G. Notify the COUNTY Project Manager immediately upon discovery of any materials that need changing or replacing.
- H. Allow for review and approval of all materials used at JWA.
- I. Be responsible for disposal of all hazardous and non-hazardous waste products generated from the Lighting Maintenance Services.

IX. SUBSTITUTE PRODUCTS

CONTRACTOR shall provide all data concerning products used and/or substitute products used at JWA to COUNTY Project Manager upon request:

- A. COUNTY Project Manager shall determine the quality, service and suitability of the product propose.
- B. Unsuitable products shall be replaced within two (2) working days after a request by the COUNTY Project Manager.
- C. Installation of a product shall not be made until COUNTY Project Manager's approval is obtained.

X. WARRANTY REQUIREMENTS

CONTRACTOR shall:

- A. Submit all warranties and warranty information to the COUNTY Project Manager.
- B. Warrant all lamps, parts, labor, materials, delivery, and returned goods (when necessary) used in the completion of work.
- C. All warranty issues will be performed within seven (7) days of discovery and notification of default at CONTRACTOR's expense.
- D. Provide a ninety (90) day warranty for all lamps, parts and labor used in the work (or in accordance with the manufacturer's warranty if longer).
- E. Warranty period shall start upon the acceptance of all parts and labor including any returned lamps by COUNTY Project Manager.
- F. Be responsible for all expenses incurred during warranty periods.

XI. PARKING

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

XII. SAFETY

CONTRACTOR shall:

- A. Provide manufacturer's Material Safety Data Sheets and/or material certification labels, within two (2) working days after they are requested, to COUNTY Project Manager for all products used at JWA.
- B. Conduct walkthroughs with the Airport Safety Officer as requested.
- C. In the event that any safety or deficiencies are noted, correct them immediately at no cost to COUNTY.
- D. Maintain safety and security standards by having all equipment, tools, and materials in the CONTRACTOR'S immediate possession at all times.
- E. Provide and place all necessary safety and traffic control (delineation) equipment required to protect its employees, the public and surrounding areas.
- F. Identify and advise COUNTY Project Manager or designee, in writing, of any maintenance or repair work necessary to maintain a safe and efficient operation.
- G. Perform all work in accordance with generally accepted industry practice for safe and efficient operation. Perform all work in strict accordance with:
 - 1. California Administrative Code (OSHA)
 - 2. California Codes for Industrial Safety
 - 3. All other applicable codes

XIII. HAZARDOUS MATERIAL REQUIREMENTS

CONTRACTOR shall:

- A. Be both financially and legally responsible for the removal and proper disposal of all hazardous waste generated by the CONTRACTOR during the performance of work at JWA.
- B. Remove from JWA, and properly dispose of, all trash and debris generated from its operations prior to the end of each workday at the CONTRACTOR'S expense. JWA trash dumpsters shall not be used for this purpose.
- C. Properly dispose of all lamps and other materials that are replaced in accordance with all environmental

requirements off-site. COUNTY dumpsters shall not be used for this purpose.

- D. Upon request, provide a receipt from the recycle/disposal company to verify proper disposal of lamps, ballasts and any other items that must be disposed of in accordance with environmental requirements.

XIV. UNSATISFACTORY WORK

COUNTY reserves the right to:

- A. Give CONTRACTOR written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages.
- B. Allow CONTRACTOR an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to COUNTY.
- C. Take corrective action within twenty-four (24) hours of notice.
- D. Make deductions on monthly invoices in accordance with Schedule of Deductions.
- E. Estimate the cost of non-performed or unsatisfactory work.
 - 1. In the event the price of non-performed or unsatisfactory work cannot be determined from the costs set out in the Schedule of Deductions, or on the basis of the actual cost, estimated methods may be used.
 - 2. 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.
 - 3. COUNTY may estimate the cost using wage rate and fringe benefits included in the wage determinations included in the CONTRACT.

XV. ADDITIONAL SERVICES

- A. Upon COUNTY request, submit supplemental proposals for Additional Services not called for under Lighting Maintenance Services portion of this CONTRACT. CONTRACTOR must obtain COUNTY Project Manager written approval prior to commencing any Additional Services. These Additional Services shall include but are not limited to: additional maintenance hours, diffuser/cover replacements, and other special modifications and fabrication work related to lighting and lamp fixtures.
- B. CONTRACTOR shall provide supplemental proposals in accordance with the time and material pricing as specified in Section II, Item 6 of Attachment B, for Additional Services.
- C. COUNTY reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the Additional Service and to utilize the data provided under this CONTRACT relative to necessary materials and repairs.
- D. If COUNTY authorizes work by an alternate source, CONTRACTOR may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- E. CONTRACTOR shall continue to provide services to all areas not affected by work provided by alternate sources.
- F. Upon completion of Additional Services, whether by CONTRACTOR or an alternative source, the COUNTY'S Project Manager or designee and CONTRACTOR will inspect the finished product at no additional cost to COUNTY. Upon mutual acceptance of the Additional Services, CONTRACTOR shall regain responsibility for all equipment originally covered under this CONTRACT and the work performed under this section.
 - a. Materials not conforming to the requirements of the specifications shall be considered defective and will be subject to rejection.

- b. Damaged or defective materials, whether in place or not, shall be removed from the site by CONTRACTOR, at their expense, when so directed by the COUNTY Project Coordinator.
- c. Removal shall be completed within two (2) working days after notification, or at a time agreed, by the COUNTY Project Manager.
- d. If, after notification by the COUNTY Project Manager, the CONTRACTOR fails to correct any defect due to materials or workmanship:
 - 1. COUNTY Project Manager may have the work done either by the COUNTY or by another CONTRACTOR.
 - 2. The costs for this work shall be deducted from any payments due or that may become due to the CONTRACTOR.
- e. Damage will be repaired at CONTRACTOR'S expense.

**ATTACHMENT B
PROPOSAL COST SUMMARY**

- I. COMPENSATION:** This is a fixed price CONTRACT between COUNTY and CONTRACTOR for Lighting Maintenance Services, as set forth 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 travel, staffing, labor and materials required, insurance requirements, 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 Changes/Extra Work of COUNTY CONTRACT Terms and Conditions.

- II. FEES AND CHARGES:** COUNTY will pay the following fees in accordance with the provisions of this CONTRACT. CONTRACTOR shall perform the requested services as described in Attachment A - Scope of Work.

Total Annual CONTRACT Amount Shall Not Exceed: \$250,000.00

CONTRACT SERVICE CHARGES				
Description	Unit	Qty	Bid Pricing	Annual Cost
Monthly Service (estimated 64 hours)	Monthly	12	\$ 3,840.00	\$ 46,080.00
Annual Audit	Annual	1	\$ 10,800.00	\$ 10,800.00
ANNUAL TOTAL				
ADDITIONAL SERVICES				
Description		Unit	Bid Pricing	
Labor – Regular Hours (Monday – Friday, 7:00 AM – 5:00 PM)		Hourly	\$ 89.95	
Labor – After Hours (Monday – Sunday, 5:01 PM – 6:59 AM) & Holidays		Hourly	\$ 99.95	
MISCELLANEOUS CHARGES				
Rental Equipment – See foot note under #4 for support documentation.				
Materials – See foot note under #4 for support documentation.				
Permits – See foot note under #4 for support documentation.				

1. The hourly rates quoted shall include all costs for the work to include direct and indirect labor charges, all necessary standard equipment, tools, overhead, travel, depreciation, other expenses, and profit.
2. This is a prevailing wage job that will be verified using certified payroll. CONTRACTOR shall submit monthly certified payroll to COUNTY Project Manager for verification prior to payment. Discrepancies will be given directly to the California Department of Industrial Relations.
3. Labor hours shall be charged on the basis of actual time spent on each job, not portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

4. Support Documentation:

1. Contractor shall submit a copy of their cost invoices for all rental equipment and operators, when applicable, along with invoices to the COUNTY for payment processing.
2. Contractor shall submit a copy of their cost invoices for materials along with invoices to the COUNTY for payment processing. Contractor generated cost invoice is acceptable for materials from existing stock.
3. Contractor shall submit a copy of the permit fee receipt with invoice to COUNTY for payment processing.
5. Schedule of Deductions: Attachment D - In the event that COUNTY finds, in a scheduled or random inspection, that CONTRACTOR has not completed the services in accordance with CONTRACT requirements, monetary deductions will be made against monthly invoices in accordance with Attachment D - "Schedule of Deductions".
6. Additional Services: Hourly rates shall include all costs for the work to include direct and indirect labor charges (in accordance with prevailing wage rate requirements), all equipment, tools overhead, travel, depreciation, other expenses and all profit related to the performance of work and services set forth in the Scope of Work.

III. INVOICING

Invoices are to be submitted 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 Project Coordinator is responsible for approval of invoices and subsequent of invoices to COUNTY Auditor-Controller for processing of payment. Responsibility for providing an acceptable invoice to COUNTY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.

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

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

CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. CONTRACTOR's name and address
- b. CONTRACTOR's remittance address (if different from "a" above)
- c. Name of COUNTY agency department
- d. COUNTY CONTRACT number
- e. Service date(s)
- f. Service description
- g. CONTRACTOR's Federal Taxpayer Identification Number
- h. Name of COUNTY department (John Wayne Airport)
- i. COUNTY CONTRACT number
- j. Invoice number
- k. Total Invoice Amount

Invoices and support documentation are to be forwarded to:

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue, Costa Mesa, CA 92626
Or email to: accountspayable@ocair.com

**ATTACHMENT C
STAFFING PLAN**

Primary Key Personnel to perform CONTRACT duties:

<u>Name of Personnel</u>	<u>Classification/Designation</u>	<u>Years' Experience</u>
Jon Jaso	Electrician	20
Guillermo Perez	Electrician	8
Steve Urias	Lighting Maintenance	10
Jose Marin	Supervisor	10
Kristin Valentine	Dispatcher	5
Ricky Sanchez	Account Manager	7

CONTRACTOR shall provide qualified staff with a minimum of 5 years' experience to perform lighting services.

CONTRACTOR shall provide a minimum of one (1) licensed electrician with a minimum of five (5) years of verifiable experience in the electrical area.

CONTRACTOR shall provide additional staff as required to support the above mentioned electrician specifically trained and experienced in the type of work called out in this Scope of Work. Additional staff may be electricians, apprentices, and laborers and will report to the primary electrician.

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

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

Subcontractor(s)

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

<u>Company Name & Address</u>	<u>Contact Name & Telephone Number</u>	<u>Project Function</u>

ATTACHMENT D
SCHEDULE OF DEDUCTIONS

Description of Deficiencies	Frequency	Total Price
Administration Costs	Each Instance	\$50.00
Deficiencies found during Inspections: Reference Section II of SOW	Each Instance	\$50.00
Non-responsiveness: Reference Section V of SOW	Each Instance	\$200.00
Insufficient/Inaccurate Reporting: Reference Sections III and IV of SOW	Each Instance	\$100.00
Untimely Work Completion: Reference Section II of SOW	Each Instance	\$100.00
Insufficient or Unacceptable Parts: Reference Section VIII of SOW	Each Instance	\$100.00

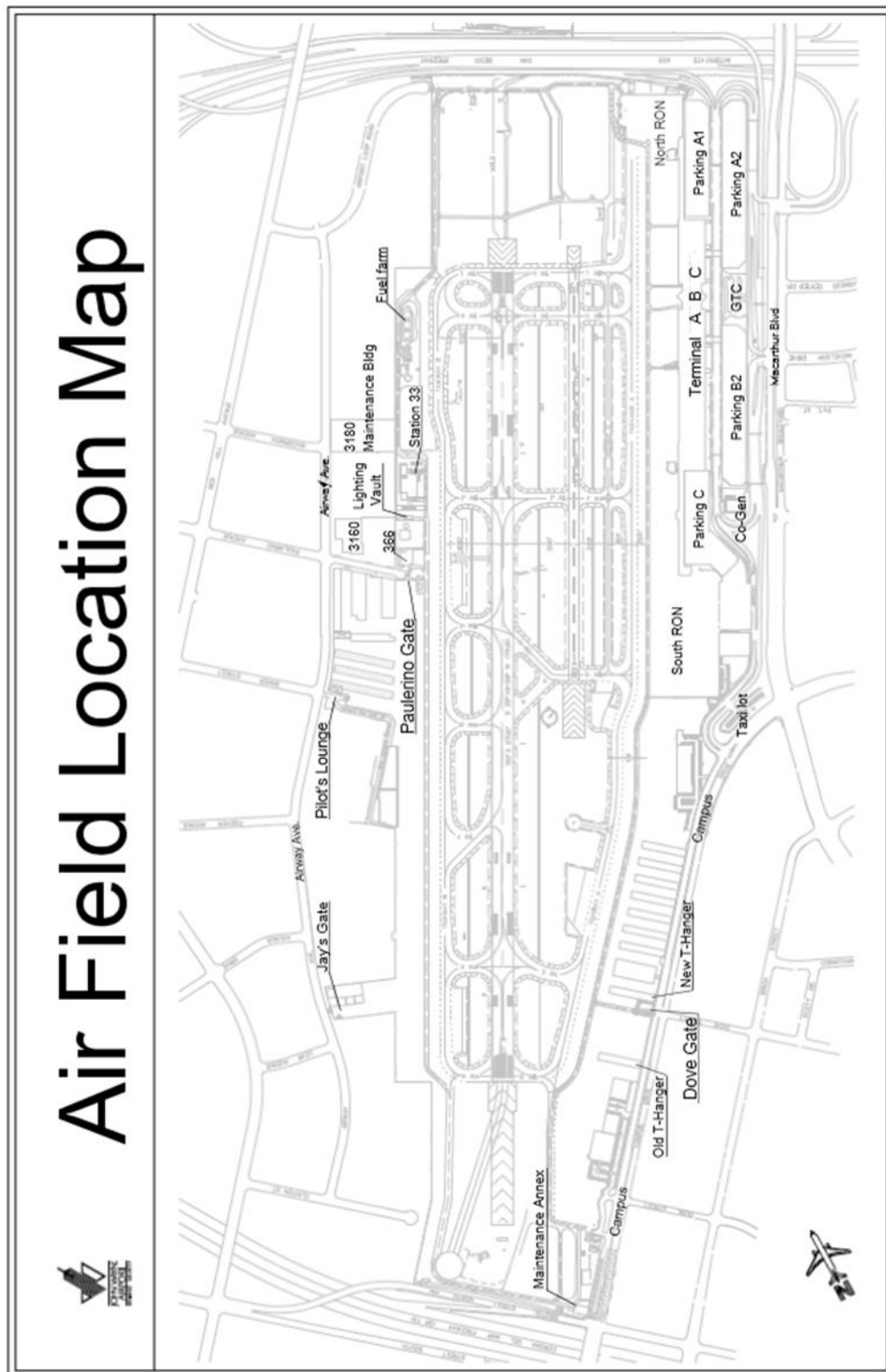
Note: JWA reserves the right to impose additional deductions based on deficiencies found.

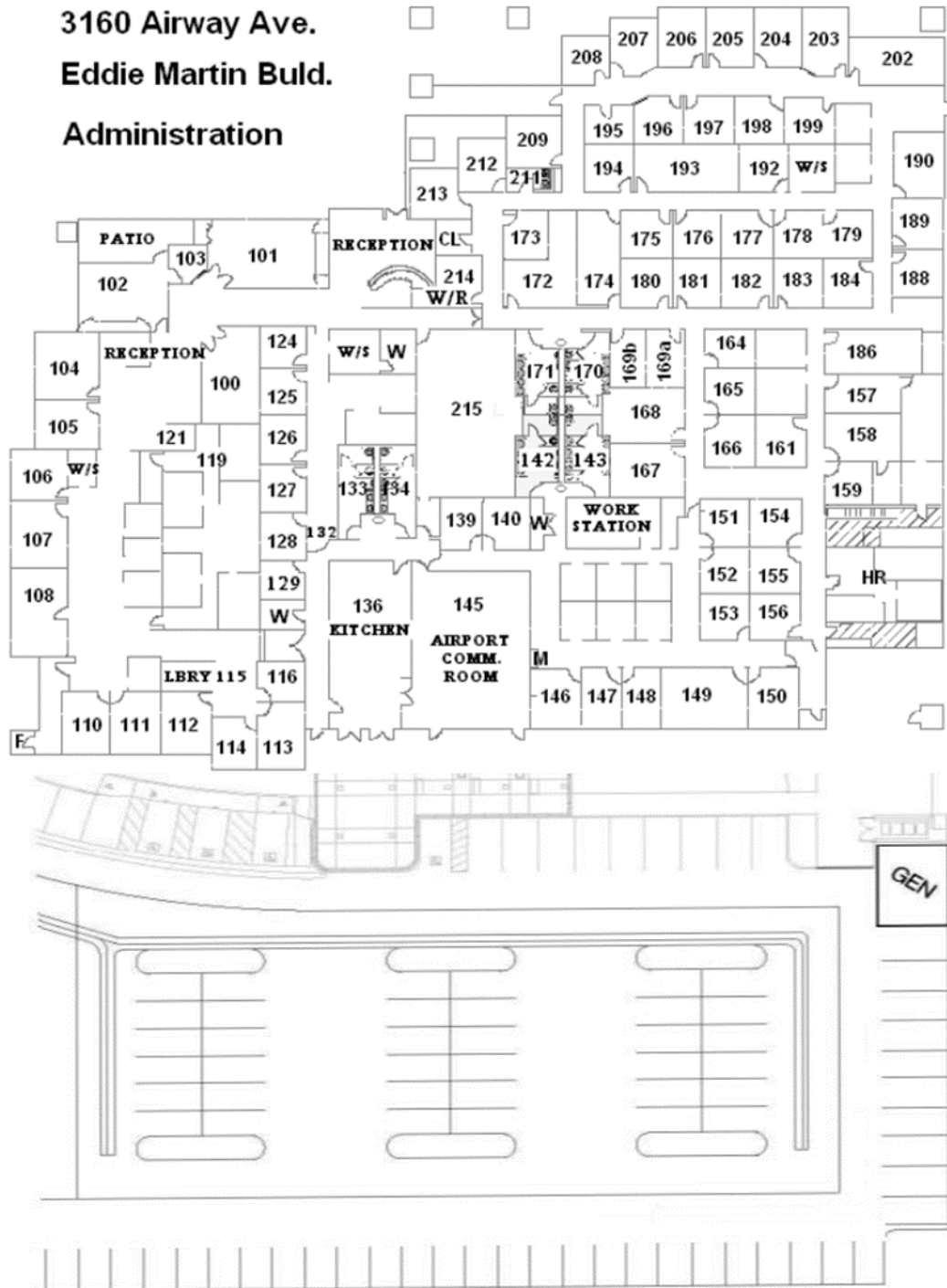
**ATTACHMENT E
LIGHTING LOCATIONS****Service Locations**

- a. Terminals A, B, and C (Interior/Exterior)
- b. Aircraft ramp areas
- c. Fire Station 33 Interior/Exterior
- d. Roadways
- e. Parking structures A1, A2, B2 Parking Structure C
- f. Taxicab parking lot
- g. Employee Parking Lot ("T-Lot")
- h. "T" hanger Exterior and Restrooms
- i. New "T" hanger Exterior and Restrooms
- j. Perimeter fence line
- k. Restroom at "Jay's Gate" Interior/Exterior
- l. Dog Kennel and Trailer Interior/Exterior
- m. Pilot's Lounge Interior/Exterior
- n. Jet Bridges Interior
- o. Parking Booths Interior/Exterior
- p. Behind Car Rental Counters
- q. Behind Airline Ticket Counters
- r. TSA Trailer
- s. TSA Baggage Screening areas Terminals A, B, C
- t. JWA's Central Utility Plant
- u. 3160 Airway, Costa Mesa, Administration Building, Interior/Exterior
- v. 366 Paularino, Costa Mesa (Old Fire Station)
- w. 3180 Airway, Costa Mesa, Maintenance Building, Interior/Exterior
- x. Stairwells
- y. Hallways and corridors
- z. Two (2) emergency light fixtures in the stairwell going down to the ramp behind Delta Ticket Counter
- aa. Two (2) emergency light fixtures in the stairwell going down to the ramp behind United Ticket Counter
- bb. One (1) emergency light fixture in the Service Desk
- cc. All signs along the Roadway
- dd. Main Street Parking Lot
- ee. Lighting Vault
- ff. Maintenance Annex

Services Exclusions

- a. All tenant spaces
- b. All Commercial Signs
- c. Fixed Based Operators
- d. Parking Office
- e. Jet Bridge Exterior Lights and Pedestal Lights
- f. Parking Lot Equipment signs
- g. Interior and Exterior Electronic Signs
- h. Machinery room equipment and motor control panels







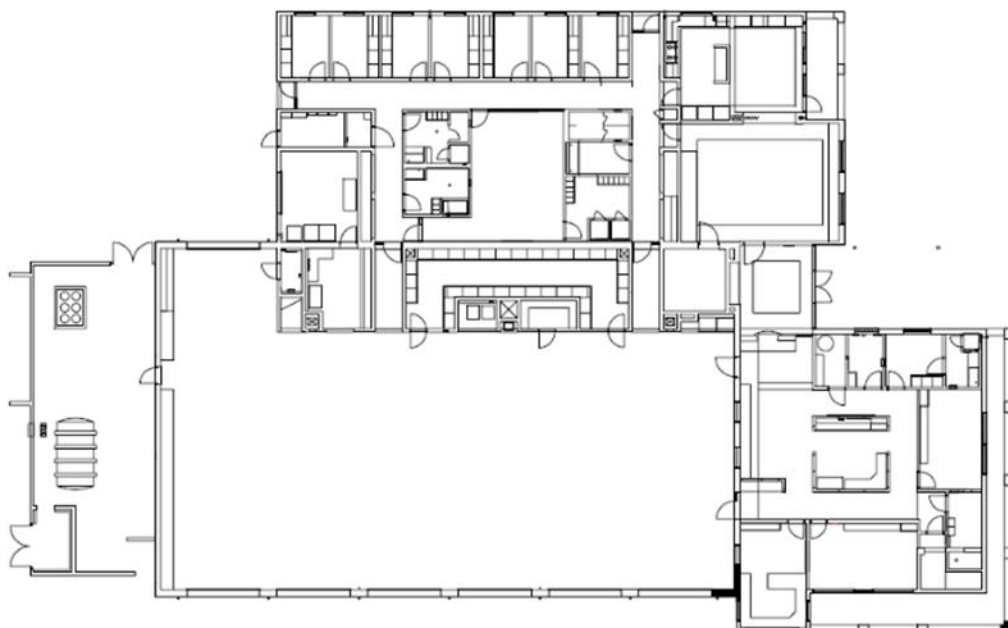
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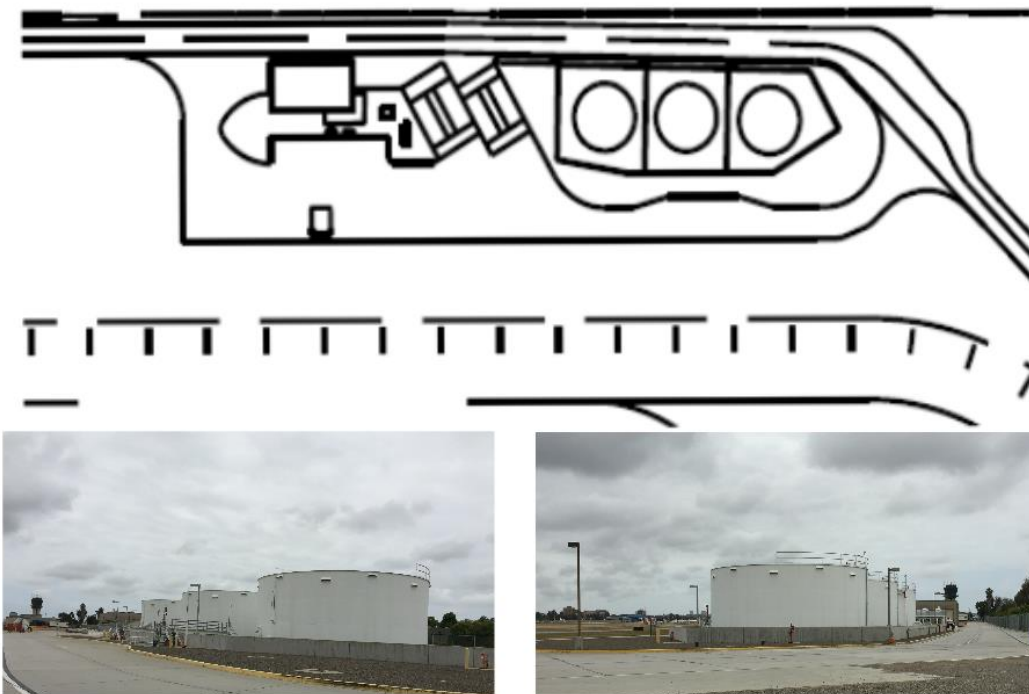
AIRFIELD



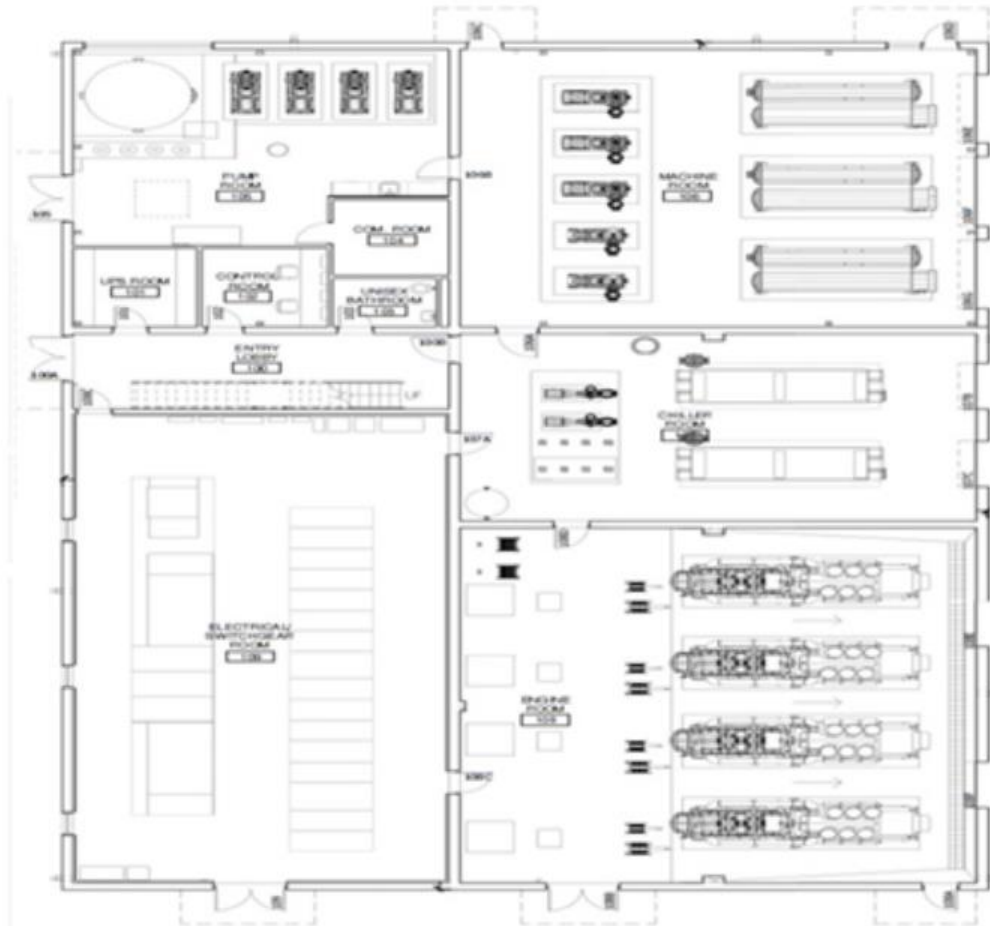
Fire Station #33



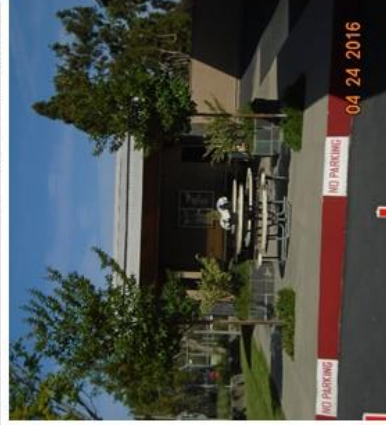
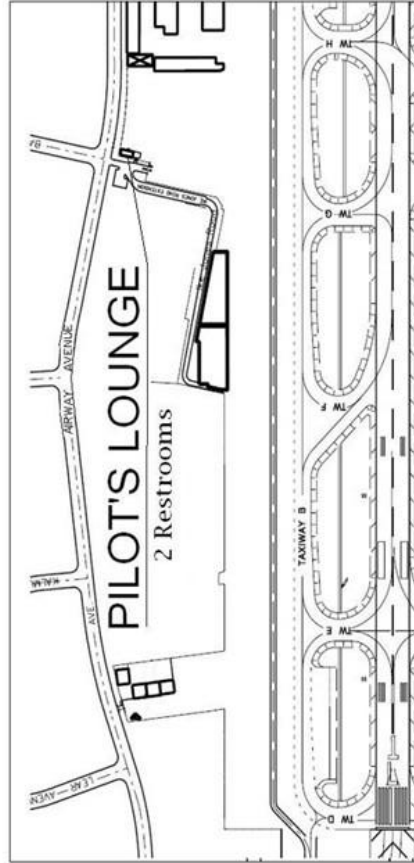
Fuel Farm



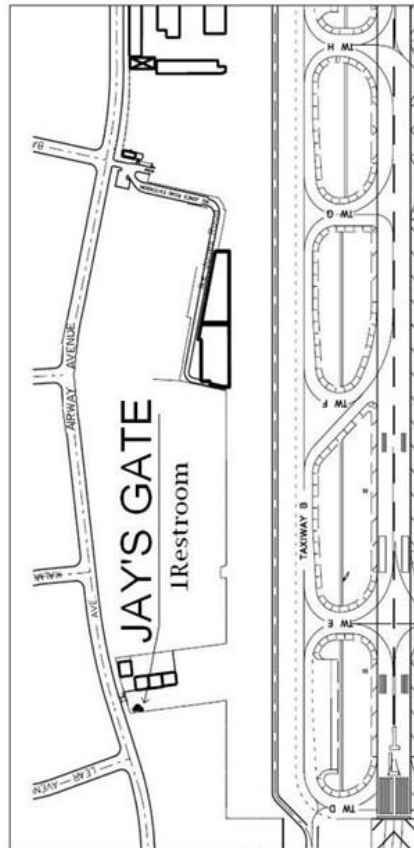
Co Gen



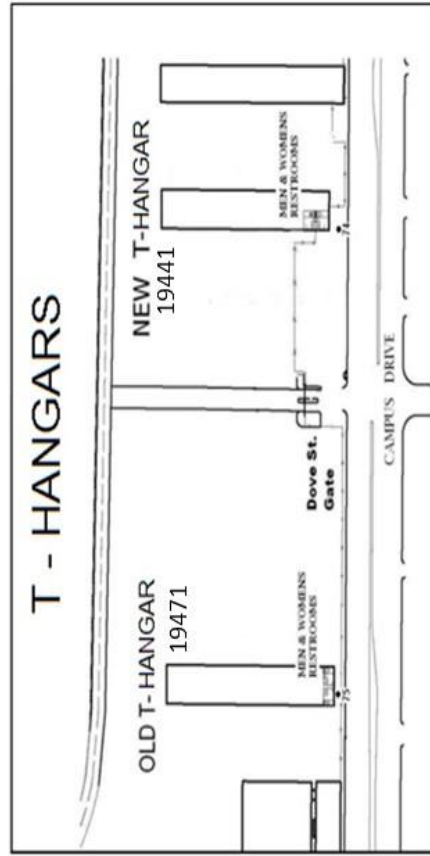
PILOT'S LOUNGE



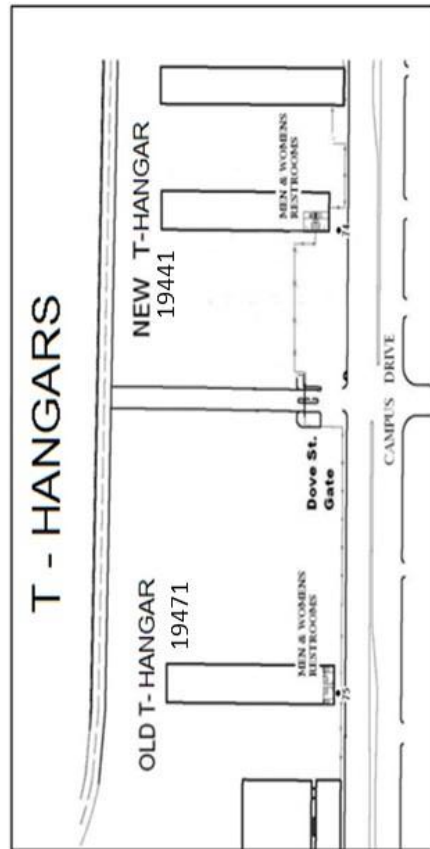
J'S GATE



NEW T-HANGER



OLD T-HANGER



**ATTACHMENT F
LIGHTING INVENTORY**

For information purposes only. This inventory reflects estimated lighting quantities from 2014.

Watts	Type	Style	Base	Hours	Temp	Quantity
15	Incan	Westinghouse 3723 - 15 Watt - T6	Screw	1000		27
15	Candelabra	Westinghouse 3723 - 15 Watt - T6 - Frost - Candelabra Base - 1,000 Life Hours - 89 Lumens - 120 Volt	Screw	1000	4100	15
20	Hal	GE 20857 - 20 Watt - MR16 - Constant Color Precise - BAB Flood - Glass Face - 5,000 Life Hours - 12 Volt	2 Pin	5000	4100	5
50	Hal	GE 20833 - 50 Watt - MR16 - ConstantColor Precise - EXN Flood - Open Face - 6,000 Life Hours - 12 Volt	2 Pin	6000	4100	25
15	T8	Eiko 15521 - F15T8/CW - 18 in. - 15 Watt - T8 - 4100K	2 Pin	7500	4100	50
30	T8	GE 10316 - F30T8/CW - 3 ft. - 30 Watt - T8 - 4100K - Case of 6	2 Pin	7500	4100	227
32	U Tube	FB32/835/6/ECO/IC 32w	2 Pin	7500	3500	1
16	PAR 38	TCP 1P3816-41 - 16 Watt - PAR38 CFL - 75 W Equal - 4100K Cool White - Min. Start Temp. - 20 Deg. - 82 CRI - 47 Lumens per Watt - 15 Month Warranty	Screw	8000	4100	5
300	Hal	300PAR56MFL120		9000	3500	236
13	CFL	GE 20532 - F13DBXT4/SPX41 - 13 Watt - 2 Pin G24d-1 Base - 4100K - CFL	4 Pin	10000	4100	61
26	CFL	GE 97609 - F26DBX/841/ECO - 26 Watt - 2 Pin G24d-3 Base - 4100K - CFL	4 Pin	10000	4100	52
50	MH	Plusrite 1000 - 50 Watt - ED17 - Pulse Start - MH - Unprotected Arc Tube - 4200K - Medium Base - ANSI M110/E - Universal Burn - MH50/ED17/U/4K	Screw	10000	4200	49
55	CFL	GE 41298 - F55BX/840 - 55 Watt - 4 Pin 2G11 Base - 4100K - CFL	4 Pin	10000	4100	514
100	MV	100 Watt Coated H38/M90 Mogul Base E24 MV Bulb (HF100PD)	Screw	10000	3400	110
175	MV	175 Watt Clear H39 Mogul Base Open Rated ED28 MV Bulb (MV175W/ED28/MOG)	Screw	10000	4000	15

175	MH	GE 47760 - 175 Watt - ED28 - Multi-Vapor - MH - Unprotected Arc Tube - 4000K - Mogul Base - ANSI M57/E - Universal Burn - MVR175/U	Screw	10000	4000	878
250	HPS	EYE 51788 - 280 Watt - BT28 - Multi-Metal Ace - MH Conversion Lamp - For Use with 280 Watt HPS Ballast - ANSI S50 - M280X/U/LU	Mog	10000	4100	73
250	MV	280 Watt Coated H37/M58 Mogul Base BT28 MV Bulb (HF280PD)	Screw	10000	4100	2
250	MH	GE 42729 - 280 Watt - ED28 - Multi-Vapor - MH - Unprotected Arc Tube - 4200K - ANSI M58/E - Universal Burn - MVR280/U	Screw	10000	4200	307
13	CFL	GE 97597 - F13DBX/840 - 13 Watt - 4 Pin G24q-1 Base - 4000K - CFL	4 Pin	12000	4000	1491
20	Circline	20 Watt 4100K T9 Circline G10q 4-Pin Base Bulb (FC8T9/CW)		12000	4100	4
26	CFL	GE 97613 - F26DBX/841/ECO4P - 26 Watt - 4 Pin G24q-3 Base - 4100K - CFL	4 Pin	12000	4100	518
35	MH	GE - 35 Watt - ED17 - PulseArc Multi-Vapor - Pulse Start - MH - Protected Arc Tube - 3200K - Medium Base - ANSI M98 - Universal Burn - MXR70/U/MED/O	2 Pin	12000		28
57	CFL	GE-F57QBX/841/A/ECO	4 Pin	12000	4100	78
70	MH	GE 12377 - 70 Watt - ED17 - PulseArc Multi-Vapor - Pulse Start - MH - Protected Arc Tube - 3200K - Medium Base - ANSI M98 - Universal Burn - MXR70/U/MED/O	Screw	12000	3200	67
132	T12	132 Watt Fluorescent T12 HO Recessed Double Contact Light Bulb, 4200K - F117T12/CW/HO	2 Pin	12000	4200	9
39	MH	CMH39/TC/U/830/G8.5	2 Pin	15000	3200	67
70	HPS	GE 19650 - LU400/DX - HPS - 400 Watt - Lucalox - HPS - ANSI S51 - Mogul Base	Mog	15000	3200	67
200	MH	Venture 60811 - 200 Watt - ED17 - Pulse Start - MH - Unprotected Arc Tube - 4000K - Medium Base - ANSI M136/E - Base Up Burn - MS200W/BU/MED/PS/740	Screw	15000	4000	6

1000	MH	GE 41826 - 1000 Watt - BT56 - Multi-Vapor - MH - Unprotected Arc Tube - 4000K - ANSI M47/S - Universal Burn - MVR1000/U	Screw	15000	4000	230
47	T5	Philips 38810-8 - F48T8/TL841/HO/ALTO - 4 ft. - T8 High Output - 4100K - 800 Series Phosphors - Case of 28	2 Pin	18000	4100	2176
17	T8	Eiko 49577 - F17T8/841K - 2 ft. - 17 Watt - T8 - 4100K - 800 Series Phosphors/Eiko 49573 - F17T8/735K - 2 ft. - 17 Watt - T8 - 3500K - 700 Series Phosphors	2 Pin	20000		298
17	T8	Fluor	2 Pin	20000		116
320	MH	GE 27501 - 320 Watt - ED28 - Multi-Vapor - Pulse Start - MH - Protected Arc Tube - 4000K - Mogul Base - ANSI M132/M154 - Vertical Base Up Burn - MVR320/VBU/HO/PA	Screw	20000	4000	20
400	HPS Con.	EYE 51837 - 400 Watt - BT37 - Multi-Metal Ace - MH Conversion Lamp - For Use with 400 Watt HPS Ballast - ANSI S51 - M400X/U/LU	Mog	20000	4100	296
400	MH	GE 43828 - 400 Watt - ED37 - Multi-Vapor - MH - Unprotected Arc Tube - 4000K - ANSI M59/S - Universal Burn - MVR400/U	Screw	20000	4000	13
28/32	T8	T8 Medium Bipin Base Fluorescent Bulb (F28T8/835)/ 28 Watt 48" 4100K T8 Medium Bipin Base Bulb (F32T8/ADV841/XEW/ALTO28W)	2 Pin	20000	3500/4100	8620
31	T8U	GE 72118 - F31T8/SPX35/U - 31 Watt - T8 - 3500K - CRI 82 - U-Bend Fluorescent - 1-5/8 in. Spacing	2 Pin	24000	3500	60
31	T8U	GE 72118 - F31T8/SPX35/U - 31 Watt - T8 - 3500K - CRI 82 - U-Bend Fluorescent - 1-5/8 in. Spacing	2 Pin	24000	3500	36
32	T8	GE 26668 - F32T8/SP41/ECO - 32 Watt - T8 - 24,000 Hours - 2,800 Lumens - 4100K - 700 Series Phosphors/GE F32T8/SP35/ECO - 32 Watt - T8 - 24,000 Hours - 2,800 Lumens - 3500K - 700 Series Phosphors/	2 Pin	24000		2272
32	T8U	GE 14813 - F40SPX35/U/3 - 3500K - 800 Series Phosphors - U-Bend Fluorescent - 3-5/8 in. Spacing - Case of 12	2 Pin	24000	3500	625

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32	T8U	F31T8/SPX35/U	2 Pin	24000	3500	132
32	T8U	F32T8/SP41/U6	2 Pin	24000	4100	42
100	HPS	GE 85369 - LU100 - HPS - 100 Watt - Ecolux Lucalox - HPS - ANSI S54 - Mogul Base - LU100	Mog	24000		133
150	HPS	GE 44243 - LU150 - HPS - 150 Watt - Lucalox - HPS - ANSI S56 - Mogul Base - LU150/100/ED28	Mog	24000		2445
28/32	T5	20 watt 34" T5 Miniature Bi-Pin Base 3000K- 20 watt 34" T5 Miniature Bi- Pin Base 4100K	2 Pin	25000	3000/4100	30
47	T5	F54T5/47W/841/ECO/WM/HO	2 Pin	30000	4100	1097
24	T5	GE 46701 - F24W/T5/841/ECO - 24 Watt - T5 High Output - 4100K - 800 Series Phosphors	2 Pin	36000	4100	1
28/32	T5	24 watt 22" T5 Miniature Bi-Pin Base 3500K-24 watt 22" T5 Miniature Bi- Pin Base 4100K	2 Pin	36000	3500/4100	20
28/32	T8	24 watt 22" T5 Miniature Bi-Pin Base 3500K-24 watt 22" T5 Miniature Bi- Pin Base 4100K	2 Pin	36000	3500/4100	308
28/32	T8	28 watt 36" T8 Bi-Pin Base 3500K-28 watt 36" T8 Bi-Pin Base 4100K	2 Pin	36000	3500/4100	12
						23969

EXHIBIT 2
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

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:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

"I certify that _____ Company name _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract 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.

Authorized Signature	Name	Title	Date