



**AGENDA STAFF REPORT**

ASR Control 20-000097

**MEETING DATE:** 03/10/20  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 2  
**SUBMITTING AGENCY/DEPARTMENT:** John Wayne Airport (Approved)  
**DEPARTMENT CONTACT PERSON(S):** Barry A. Rondinella (949) 252-5183  
 Lawrence G. Serafini (949) 252-5270

**SUBJECT:** Amendments to Architect-Engineer On-Call Environmental Program Support Services

**CEO CONCUR**  
Pending Review

**COUNTY COUNSEL REVIEW**  
Approved Agreement to Form

**CLERK OF THE BOARD**  
Discussion  
3 Votes Board Majority

**Budgeted:** Yes

**Current Year Cost:** \$300,000

**Annual Cost:**  
FY 2020-21 \$2,400,000  
FY 2021-22 \$300,000

**Staffing Impact:** No

**# of Positions:**

**Sole Source:** N/A

**Current Fiscal Year Revenue:** N/A

**Funding Source:** Airport Operating Fund 280:100% **County Audit in last 3 years:** No

**Prior Board Action:** 8/14/2018, #10

**RECOMMENDED ACTION(S):**

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.
2. Approve and execute Amendment No. 1 to the existing Architect-Engineer Agreements with Polytechnique Environmental, Inc. and Wood Environment & Infrastructure Solutions, Inc. for On-Call Environmental Program Support services to increase the current not-to-exceed amounts for each Agreement from \$2.25 million for a new not-to-exceed amount of \$3.75 million per firm (aggregate total \$7.5 million), for a three-year term, effective upon Board of Supervisors approval, with the option to renew for two additional one-year terms for \$1.5 million each year per firm.

**SUMMARY:**

Approving the amendments to the existing agreements with Polytechnique Environmental, Inc. and Wood Environment & Infrastructure Solutions, Inc. will allow John Wayne Airport to continue to meet environmental compliance obligations and respond to new regulatory requirements for environmental protection.

## **BACKGROUND INFORMATION:**

On-Call Environmental Program Support services are used by John Wayne Airport (JWA) to ensure continued compliance with environmental regulations and sustainable environmental stewardship of County resources. JWA has consistently made environmental protection and conservation of County resources a priority and depends on the support of consultants to implement the environmental programs necessary for pollution prevention in operation and maintenance of JWA's facilities.

On August 14, 2018, the Board of Supervisors (Board) approved Agreements with Polytechnique Environmental, Inc. (Polytechnique) and Wood Environment & Infrastructure Solutions, Inc. (Wood) for Architect-Engineer (A-E) On-Call Environment Program Support services.

Specific environmental services provided by the Agreements include:

- compliance audit and expert technical consulting;
- emergency preparedness, planning, response and reporting;
- stormwater pollution prevention and National Pollutant Discharge Elimination System compliance;
- site assessment, investigation, groundwater monitoring and remediation support;
- underground and aboveground storage tank compliance;
- hazardous, regulated and solid waste management and compliance (including recycling and minimization);
- air quality permitting compliance;
- environmental health and safety support (building health, mold, asbestos and noise);
- planning support for California Environmental Quality Act/National Environmental Policy action compliance;
- support for sustainable project initiatives; and
- environmental infrastructure design studies to support environmental improvements.

JWA requires additional consultant resources to respond to the following additional environmental protection requirements:

1. The State Water Resources Control Board (State Water Board) promulgated Numeric Effluent Limits for copper and zinc in storm water runoff to the Santa Ana Delhi Channel and Upper Newport Bay, effective July 1, 2020. JWA is developing a Time Schedule Order with the State Water Board for implementing regulatory, management and technical measures to meet these requirements.
2. The State Water Board issued a directive to all commercial airports in California to investigate for the presence of per- and polyfluoroalkyl substances (PFAS) in soil and groundwater. PFAS is a constituent of the firefighting aqueous film forming foam (AFFF) that is required for use at Part 139 airports. This initial investigation has the potential to develop into a large investigation and remediation program. In addition, JWA must address management and disposal of current AFFF and eventual replacement with a new Federal Aviation Administration-compliant foam.
3. South Coast Air Quality Management District (AQMD) has required the development and implementation of an Airport Air Quality Improvement Plan and Memorandum of Understanding between JWA and the AQMD that was approved by the Board of Supervisors on November 19, 2019, which will provide air quality emission reductions. While the

development effort is complete, the ongoing requirements continue to command high-level technical and legal input as well as careful collaborative regulatory and stakeholder discussions.

4. Asbestos Clarification for Rule 1403(d)(1)(A) requires an asbestos survey report prior to any demolition to verify the absence or presence of asbestos regardless of building construction date or asbestos-free certification. The Environmental Protection Agency has ruled that “a written stipulation (that materials are not asbestos-containing) is not a guarantee for compliance purposes.” Therefore, JWA needs to assess building materials prior to demolition/construction, and is undertaking a program to proactively assess many areas of the Terminals.

Polytechnique and Wood have the expertise and contract scope necessary to support the additional work needed. JWA seeks Board approval to amend the not-to-exceed amounts for the existing Agreements to provide the necessary resources to address the additional regulatory requirements and to provide the flexibility for tasking the most qualified firms with specific work scopes. The original rate structures approved in the existing Agreements remain the same. The negotiated hourly rates and fees are within industry standards and are fair and reasonable for the services to be provided under the Agreements on an “as needed/on-call” basis. The proposed amended A-E Agreements with Polytechnique and Wood are included as Attachments A and B.

Currently, Wood is providing environmental services for hazardous waste management, air quality permitting, central utility plant upgrades for energy and water efficiency, Air Quality Improvement Plan implementation, municipal and construction storm water compliance and planning, concept design studies for environmental improvements, groundwater monitoring, subsurface investigation, on-call support for emergency response, document review and engineering project environmental compliance assistance among others.

Polytechnique is providing environmental services for in-house staff extension support, solid waste management and recycling, climate action plan reporting, mitigation measure tracking and implementation, industrial storm water compliance and planning, development of a Water Safety Plan addressing legionella and potable water management, Sanitary Sewer Management Plan, Fats Oil and Grease Management Plan and Zero Emission Vehicle grant support among others.

With the support of these two firms JWA is maintaining compliance with the many environmental regulations, planning for future compliance, and implementing sustainable projects.

Both Polytechnique's and Wood's performance has been confirmed as at least satisfactory. JWA has verified that there are no concerns that must be addressed with respect to the Contractor's ownership/name, litigation status or conflicts with County interests.

**A-E Contractor Score Card**

Item	Polytechnique
Adherence to the terms of the contract	5
Health and safety adherence	5
Technical quality	5
Budget adherence	5
Accuracy of Invoices	4
Adherence to Project Deadlines	4
Effectiveness of Project Manager	5
<b>Project Specific Requirements</b>	
On-call responsiveness	5
Adherence to regulatory deadlines	5
Regulatory submittal acceptance	5
<b>SCORE (out of a possible 50):</b>	<b>48</b>
5 = OUTSTANDING, 4 = ABOVE AVERAGE, 3 = SATISFACTORY, 2 = MARGINAL, 1 = UNSATISFACTORY	

**A-E Contractor Score Card**

Item	Wood
Adherence to the terms of the contract	5
Health and safety adherence	5
Technical quality	5
Budget adherence	5
Accuracy of Invoices	5
Adherence to Project Deadlines	4
Effectiveness of Project Manager	5
<b>Project Specific Requirements</b>	
On-call responsiveness	5
Adherence to regulatory deadlines	4
Regulatory submittal acceptance	5
<b>SCORE (out of a possible 50):</b>	<b>48</b>
5 = OUTSTANDING, 4 = ABOVE AVERAGE, 3 = SATISFACTORY, 2 = MARGINAL, 1 = UNSATISFACTORY	

Due to the wide range of services required, contracting with two firms with adequate not-to-exceed contract limits ensures that appropriate resources will always be available during the three-year Agreements and retains the advantage of securing competitive costs and specialty expertise throughout the term of the Agreements. Requested services are subject to JWA's approval via a signed "Task Order" with a not-to-exceed dollar amount. When services are initiated, they will be subject to the terms and conditions of the Agreements.

The Agreements with Polytechnique and Wood include subcontractors. See Attachments C and D for information regarding subcontractors and Contract Summary Forms.

**Compliance with CEQA:** This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA since it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regards to a project since it is an award for A-E services for potential future projects. This proposed activity is, therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

**FINANCIAL IMPACT:**

Appropriations for the Agreements are included in the FY 2019-20 Budget for Airport Operating Fund 280 and will be included in the budgeting process to the extent they are needed for future years. The utilization of the Agreements and task orders issued are contingent upon funds being included in the Airport Operating Fund 280 each fiscal year; no task orders will be issued unless budgets have been previously approved.

The proposed Agreements include a provision stating that the Agreements are subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of the Agreements. If such appropriations are not approved, the Agreements may be immediately terminated without penalty to the County.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

- Attachment A – Amendment No. 1 (OCENV18A) to Agreement with Polytechnique Environmental, Inc.
- Attachment B – Amendment No. 1 (OCENV18B) to Agreement with Wood Environment & Infrastructure Solutions, Inc.
- Attachment C - Contract Summary Form - Polytechnique Environmental, Inc.
- Attachment D - Contract Summary Form - Wood Environment & Infrastructure Solutions, Inc.

**AMENDMENT NO. 1 TO  
AGREEMENT FOR ARCHITECT-ENGINEER SERVICES FOR  
ON-CALL ENVIRONMENTAL PROGRAM SUPPORT  
PROJECT NO. OCENV18A**

This Amendment No.1 ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Orange, a political subdivision of the State of California ("County"), through its department John Wayne Airport ("JWA"), and **Polytechnique Environmental, Inc.** ("Consultant").

**WHEREAS**, on August 14, 2018, the County and Consultant entered into an Architect-Engineer Agreement for On-Call Environmental Program Support in the not-to-exceed amount of \$2,250,000 for a three-year term, plus \$750,000 for each one-year renewal (the "Agreement"); and

**WHEREAS**, the continuance and added funding for On-Call Environmental Program Support is needed to provide effective, efficient, and seamless support of JWA's Environmental Program and other airport projects; and

**WHEREAS**, Consultant wishes to continue to provide On-Call Environmental Program Support under the terms of the Agreement as amended below.

**NOW THEREFORE**, the County and Consultant agree as follows:

- I. The annual not-to-exceed amount shall be increased by \$1,500,000 to an amended not-to-exceed amount of \$3,750,000 for a three-year term, plus \$1,500,000 for each one-year renewal upon Board approval.
- II. Section 34 "Insurance" is deleted and replaced in its entirety with the Insurance provisions attached hereto as Appendix A and incorporated into the Agreement by this reference.
- III. Except as specifically amended herein, all terms and conditions of the Agreement shall remain unchanged, in full force and effect.
- IV. The foregoing is in accordance with the Agreement and subject to the following:
  1. The aforementioned changes, and work affected thereby, are subject to all Agreement stipulations and covenants; and
  2. All claims against the County which are incidental to or as a consequence of the aforementioned changes are fully satisfied and the Program Manager hereby releases the County from all said claims.

*(Signature Page Follows.)*

DATED: \_\_\_\_\_ COUNTY OF ORANGE

By \_\_\_\_\_  
Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF THE BOARD

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California

PROJECT MANAGER

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

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

Date 1.22.2020

## Appendix A

### 34. INSURANCE

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all sub-consultants performing work on behalf of A-E pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

A-E shall ensure that all sub-consultants performing work on its behalf, pursuant to this agreement, shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow sub-consultants to work if sub-consultants have less than the level of coverage required by COUNTY from A-E under this agreement. It is the obligation of A-E to provide notice of the insurance requirements to every sub-consultant and to receive proof of insurance prior to allowing any sub-consultants to begin work. Such proof of insurance must be maintained by A-E through the entirety of this agreement 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 A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, 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 A-E's, its agents, employee's or subcontractor's performance of this Agreement, A-E shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) A-E'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 A-E's SIR provision shall be interpreted as though the A-E was an insurer and the COUNTY was the insured.



If the A-E 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 A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence \$10,000,000 per occurrence for commercial ramp access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or occurrence \$2,000,000 aggregate
Environmental/Pollution Liability	\$1,000,000 per claims made or 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 as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,

CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage which shall state AS REQUIRED BY WRITTEN AGREEMENT.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage which shall state AS REQUIRED BY WRITTEN AGREEMENT.

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

A-E 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.

If A-E's Professional Liability policy is a "claims made" policy, A-E shall agree to maintain Professional Liability coverage for Two (2) years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by Project Manager or the agency/department Facilities Division, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require A-E 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 A-E in writing of changes in the insurance requirements. If A-E 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 A-E, 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 A-E's liability hereunder or 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.

**AMENDMENT NO. 1 TO  
AGREEMENT FOR ARCHITECT-ENGINEER SERVICES FOR  
ON-CALL ENVIRONMENTAL PROGRAM SUPPORT  
PROJECT NO. OCENV18B**

This Amendment No.1 ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Orange, a political subdivision of the State of California ("County"), through its department John Wayne Airport ("JWA"), and **Wood Environment and Infrastructure Solutions, Inc.** ("Consultant").

**WHEREAS**, on August 14, 2018, the County and Consultant entered into an Architect-Engineer Agreement for On-Call Environmental Program Support in the not-to-exceed amount of \$2,250,000 for a three-year term, plus \$750,000 for each one-year renewal (the "Agreement"); and

**WHEREAS**, the continuance and added funding for On-Call Environmental Program Support is needed to provide effective, efficient, and seamless support of JWA's Environmental Program and other airport projects; and

**WHEREAS**, Consultant wishes to continue to provide On-Call Environmental Program Support under the terms of the Agreement as amended below.

**NOW THEREFORE**, the County and Consultant agree as follows:

- I. The annual not-to-exceed amount shall be increased by \$1,500,000 to an amended not-to-exceed amount of \$3,750,000 for a three-year term, plus \$1,500,000 for each one-year renewal upon Board approval.
- II. Section 34 "Insurance" is deleted and replaced in its entirety with the Insurance provisions attached hereto as Appendix A and incorporated into the Agreement by this reference.
- III. Except as specifically amended herein, all terms and conditions of the Agreement shall remain unchanged, in full force and effect.
- IV. The foregoing is in accordance with the Agreement and subject to the following:
  1. The aforementioned changes, and work affected thereby, are subject to all Agreement stipulations and covenants; and
  2. All claims against the County which are incidental to or as a consequence of the aforementioned changes are fully satisfied and the Program Manager hereby releases the County from all said claims.

*(Signature Page Follows.)*

DATED: \_\_\_\_\_ COUNTY OF ORANGE

By \_\_\_\_\_  
Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF THE BOARD

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California

**PROJECT MANAGER**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

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

Date 1.22.2020

## Appendix A

### 34. INSURANCE

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all sub-consultants performing work on behalf of A-E pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

A-E shall ensure that all sub-consultants performing work on its behalf, pursuant to this agreement, shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow sub-consultants to work if sub-consultants have less than the level of coverage required by COUNTY from A-E under this agreement. It is the obligation of A-E to provide notice of the insurance requirements to every sub-consultant and to receive proof of insurance prior to allowing any sub-consultants to begin work. Such proof of insurance must be maintained by A-E through the entirety of this agreement 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 A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, 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 A-E's, its agents, employee's or subcontractor's performance of this Agreement, A-E shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) A-E'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 A-E's SIR provision shall be interpreted as though the A-E was an insurer and the COUNTY was the insured.

If the A-E 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 A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence \$10,000,000 per occurrence for commercial ramp access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or occurrence \$2,000,000 aggregate
Environmental/Pollution Liability	\$1,000,000 per claims made or 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 as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

#### Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage which shall state AS REQUIRED BY WRITTEN AGREEMENT.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage which shall state AS REQUIRED BY WRITTEN AGREEMENT.

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

A-E 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.

If A-E's Professional Liability policy is a "claims made" policy, A-E shall agree to maintain Professional Liability coverage for Two (2) years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the A-E fails to provide the insurance certificates and endorsements within



seven (7) days of notification by Project Manager or the agency/department Facilities Division, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require A-E 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 A-E in writing of changes in the insurance requirements. If A-E 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 A-E, 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 A-E's liability hereunder or 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.

## Contract Summary Form

Polytechnique Environmental, Inc.

### SUMMARY OF SIGNIFICANT CHANGES

1. Insurance: Section 34 is deleted and replaced in its entirety with the Insurance Provisions. Page 3-6
2. Costs: increase the not-to-exceed amount of the contract by \$1,500,000 to an amended not-to exceed amount of \$3,750,000 for the three-year term of the contract, plus \$1,500,000 for each one-year renewal upon Board of Supervisors approval. Page 1

### SUBCONTRACTORS

This contract allows for subcontracting with County's consent pursuant to **Article 1.1.3** within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

**This contract OCENV18 for A-E On-Call Environmental Support Services includes the following subcontractors or pass through to other providers.**

Subcontractor Name	Service(s)	Amount
EnviroMonitoring Services	Site Assessment/Investigation, Groundwater Monitoring, Remediation Support	All amounts for services are unknown until Task Orders are issued
Geosyntec Consultants, Inc.	Site Assessment/Investigation, Groundwater Monitoring, Remediation Support	
GHD, Inc.	Environmental Health and Safety Support	
GSI Environmental, Inc.	Emergency Preparedness, Planning, Response, and Reporting; Stormwater Pollution Prevention & NPDES Compliance	
Haley & Aldrich, Inc.	Sustainability Program Support	
Healthy Buildings, Inc.	Environmental Health and Safety Support	
IDS Group, Inc.	Environmental Infrastructure Design Studies	
JOA Group	Project Management - Cost and Schedule Control Environmental Infrastructure Design Studies	
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	Emergency Preparedness, Planning, Response, and Reporting; Site Assessment/Investigation, Groundwater Monitoring, Remediation Support; Environmental Health and Safety Support	
Psomas	Planning Support	

Subcontractor Name	Service(s)	Amount
Ramboll US Corporation	Air Quality Permitting Compliance Planning Support	
Yorke Engineering, LLC	Underground and Above Ground Storage Tank Compliance; Air Quality Permitting Compliance	
BC2 Environmental	Driller	
Enthalpy Analytical	Laboratory	
Environmental Logistics, Inc.	Transportation & Disposal	
Eurofins Calscience LLC	Laboratory	
Ocean Blue Environmental Svcs.	Emergency Response, Transportation, & Disposal	
Spectrum Geophysics	Geophysics	

### CONTRACT OPERATING EXPENSES

**A-E On-Call Contract Operating Expenses are unknown until Task Orders are issued. A-E On-Call Contract allowable reimbursable items are approved by the County per Contract Task Order and are listed below:**

A-E shall be entitled to reimbursement for the following Reimbursable Expenses. No other expenses shall be reimbursed without prior written authorization of the COUNTY:

1. The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by JWA. All special equipment purchased by A-E under this subsection shall become the property of JWA at the termination of this Agreement.
2. The actual cost of third-party tools and software recommended by A-E and approved in writing by JWA. Third-party tools and software costs to include, but not limited to, purchase, lease, maintenance, external web hosting when appropriate, and server applications for multiple users to be specified by JWA.
3. Reproduction expenses paid to outside vendors, to the extent such vendors and reproduction rates have been approved by JWA.
4. Other than as provided below, reproduction expenses incurred by A-E for A-E's own in-house reproduction will not be reimbursed by COUNTY. The A-E's invoice shall not include, any items deemed by the COUNTY as overhead expenses. A-E expenses beyond the schedule of fees or outside the Reimbursable Expenses enumerated below will not be considered. This includes, but is not limited to, travel, mileage or other expenses deemed by the COUNTY as overhead. A-E shall invoice hourly-based service fees in accordance with Appendix 2 – Hourly Rate Schedule, in proportion to the work completed and to the extent that outside consultants, sub-consultants, and approved direct project expenses

have been approved by JWA. Other reimbursable expenses that may be required are subject to prior written approval by JWA.

5. Other actual costs and/or payments specifically approved and authorized in writing by JWA and incurred by A-E in performance of this Agreement.
6. Air travel and lodging costs shall be reimbursed only if approved in advance and in writing by JWA and are subject to the following restrictions:
  - a. Alcohol of any type will not be reimbursed
  - b. Dry cleaning will not be reimbursed
  - c. Hotel movies will not be reimbursed
  - d. Valet parking is reimbursable only if no other parking option is available.
  - e. Meals will be reimbursed for personnel on authorized business travel only at a flat per diem rate of \$60 per day.
  - f. Air travel is reimbursed at the fare for "Coach Class" seating. "Business Class" or "First Class" fares will not be reimbursed.
  - g. Lodging reimbursement shall be based on actual, reasonable, and necessary costs. Hotel rates associated with authorized business travel exceeding \$200.00 per day must be approved in writing by JWA. This written approval must be submitted with the billing for reimbursable expenses.
  - h. Phone charges during hotel stays associated with business support of the Scope of Services must be identified. Personal phone charges will not be reimbursed.
7. Car rental is reimbursable at the cost for mid-size or lower size vehicle. Larger size vehicle rentals must be approved in advance in writing by JWA. This written approval must be submitted with the billing for reimbursable expenses. Luxury or Sports car rentals of any type will not be reimbursed.
8. Reimbursement of mileage for the business use of a business or personal vehicle during the conduct of business within the Scope of Services of this Agreement shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and JWA, as well as mileage within JWA's property, will not be reimbursed.
9. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
10. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
11. Cost of company vehicle (truck) for daily rates when used on site.

## Contract Summary Form

### Wood Environment & Infrastructure Solutions, Inc.

#### SUMMARY OF SIGNIFICANT CHANGES

1. Insurance: Section 34 is deleted and replaced in its entirety with the Insurance Provisions. Page 3-6
2. Costs: increase the not-to-exceed amount of the contract by \$1,500,000 to an amended not-to exceed amount of \$3,750,000 for the three-year term of the contract, plus \$1,500,000 for each one-year renewal upon Board of Supervisors approval. Page 1

#### SUBCONTRACTORS

This contract allows for subcontracting with County's consent pursuant to **Article 1.1.3** within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

**This contract OCENV18 for A-E On-Call Environmental Support Services includes the following subcontractors or pass through to other providers:**

Subcontractor Name	Service(s)	Amount
American Integrated Services	Emergency Response, Hazardous and Non Hazardous Waste Disposal,	All amounts for services are unknown until Task Orders are issued
Associated Laboratories, Inc.	Analytical Services	
BC2 Environmental	Drilling, Soil Boring/Well Installation Services	
Eurofins Calscience, Inc.	Laboratory	
EnviroMonitoring Services, Inc.	Laboratory; Groundwater Monitoring	
Gregg Drilling and Testing, Inc.	Drilling, Soil Boring/Well Installation Services	
Healthy Buildings International, Inc.	Indoor Air/Asbestos/Mold	

InterPhase Environmental, Inc.	Laboratory	
Ocean Blue Environmental Services, Inc.	Emergency Spill Management	
Ramboll Environ, Inc	Air Quality, CEQA	
SubSurface Surveys & Associates	Geophysical surveys	

### **CONTRACT OPERATING EXPENSES**

**A-E On-Call Contract - Operating Expenses are unknown until Task Orders are A-E On-Call Contract Operating Expenses are unknown until Task Orders are issued. A-E On-Call Contract allowable reimbursable items are approved by the County per Contract Task Order and are listed below:**

A-E shall be entitled to reimbursement for the following Reimbursable Expenses. No other expenses shall be reimbursed without prior written authorization of the COUNTY:

1. The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by JWA. All special equipment purchased by A-E under this subsection shall become the property of JWA at the termination of this Agreement.
2. The actual cost of third-party tools and software recommended by A-E and approved in writing by JWA. Third-party tools and software costs to include, but not limited to, purchase, lease, maintenance, external web hosting when appropriate, and server applications for multiple users to be specified by JWA.
3. Reproduction expenses paid to outside vendors, to the extent such vendors and reproduction rates have been approved by JWA.
4. Other than as provided below, reproduction expenses incurred by A-E for A-E's own in-house reproduction will not be reimbursed by COUNTY. The A-E's invoice shall not include, any items deemed by the COUNTY as overhead expenses. A-E expenses beyond the schedule of fees or outside the Reimbursable Expenses enumerated below will not be considered. This includes, but is not limited to, travel, mileage or other expenses deemed by the COUNTY as overhead. A-E shall invoice hourly-based service fees in accordance with Appendix 2 – Hourly Rate Schedule, in proportion to the work completed and to the extent that outside consultants, sub-consultants, and approved direct project expenses have been approved by JWA. Other reimbursable expenses that may be required are subject to prior written approval by JWA.
5. Other actual costs and/or payments specifically approved and authorized in writing by JWA and incurred by A-E in performance of this Agreement.

6. Air travel and lodging costs shall be reimbursed only if approved in advance and in writing by JWA and are subject to the following restrictions:
  - a. Alcohol of any type will not be reimbursed
  - b. Dry cleaning will not be reimbursed
  - c. Hotel movies will not be reimbursed
  - d. Valet parking is reimbursable only if no other parking option is available.
  - e. Meals will be reimbursed for personnel on authorized business travel only at a flat per diem rate of \$60 per day.
  - f. Air travel is reimbursed at the fare for "Coach Class" seating. "Business Class" or "First Class" fares will not be reimbursed.
  - g. Lodging reimbursement shall be based on actual, reasonable, and necessary costs. Hotel rates associated with authorized business travel exceeding \$200.00 per day must be approved in writing by JWA. This written approval must be submitted with the billing for reimbursable expenses.
  - h. Phone charges during hotel stays associated with business support of the Scope of Services must be identified. Personal phone charges will not be reimbursed.
7. Car rental is reimbursable at the cost for mid-size or lower size vehicle. Larger size vehicle rentals must be approved in advance in writing by JWA. This written approval must be submitted with the billing for reimbursable expenses. Luxury or Sports car rentals of any type will not be reimbursed.
8. Reimbursement of mileage for the business use of a business or personal vehicle during the conduct of business within the Scope of Services of this Agreement shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and JWA, as well as mileage within JWA's property, will not be reimbursed.
9. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
10. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.