

Agenda Item



AGENDA STAFF REPORT

ASR Control 21-000336

MEETING DATE: 06/22/21
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
 David V. Shuter (949) 252-5270

SUBJECT: Renew Amendment Number Two for Architect-Engineer On-Call Environmental Program

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A	Current Year Cost: N/A	Annual Cost: FY 2021-22 \$2,625,000 FY 2022-23 \$375,000
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Staffing Impact: No	# of Positions:	Sole Source: No
Current Fiscal Year Revenue: N/A	County Audit in last 3 years: No	
Funding Source: Fund 280: 100%		

Prior Board Action: 03/10/2020 #12, 08/14/2018 #10

RECOMMENDED ACTION(S):

- 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.
- Authorize County Procurement Office or authorized Deputy to execute Amendment Number Two to Contracts for Architect-Engineer Consultant Services with Polytechnique Environmental, Inc. and Wood Environment & Infrastructure Solutions, Inc. for On-Call Environmental Program Support services to renew for one additional one-year term for a not-to-exceed amount of \$1,500,000 for each Contract, effective August 14, 2021, through August 13, 2022, with the option to renew for one additional one-year term at \$1,500,000 for a new not-to-exceed amount of \$5,250,000 per Contract, and an aggregate total not to exceed \$10,500,000.

SUMMARY:

Approval of these amendments to the existing Contracts with both 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 for one additional year.

BACKGROUND INFORMATION:

John Wayne Airport (JWA) uses On-Call Environmental Program Support services 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 relies on the support of consultants to implement the environmental programs necessary for pollution prevention in the 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 Environmental Program Support services for a three-year contract term effective August 14, 2018, through August 13, 2021, in an amount not to exceed \$2.25 million renewable for two additional one-year terms.

Specific environmental services provided under 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 CEQA/National Environmental Policy action compliance;
- Support for sustainable project initiatives; and
- Environmental infrastructure design studies to support environmental improvements.

On March 10, 2020, the Board approved Amendment No. 1 to the Agreements to provide additional consultant resources to respond to additional environmental protection requirements related to new regulations and increased the total contract amount to \$3.75 million per Agreement. The California State Water Resources Control Board issued new regulations regarding stormwater effluent limits and the management of Perfluoroalkyl and Polyfluoroalkyl Substances in fire-fighting foams, soil and groundwater. Amendment No. 1 also included scope to implement the Airport Air Quality Improvement Plan and Memorandum of Understanding between JWA and the South Coast Air Quality Management District, as well as asbestos testing requirements.

JWA seeks the Board's approval to amend the not-to-exceed amounts for the existing Contracts to allow for a one-year renewal. The original rate structures of the Contracts remain the same. The negotiated hourly rates and fees are within industry standards and are fair and reasonable for the services provided under the Contracts on an as-needed/on-call basis. The proposed amended A-E Contracts with Polytechnique and Wood are included as Attachments A and B.

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

Due to the wide range of services required, contracting with two firms with adequate not-to-exceed contract limits ensures that appropriate resources will be available during the contract term. Requested services are subject to JWA's approval via a signed Task Order with a not-to-exceed dollar amount. The Contracts 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 regard 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 individual, specific work authorized pursuant to this contract will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for the Contracts will be included in the FY 2021-22 Recommended Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years. The utilization of the Contracts 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 Contracts include a provision stating that the Contracts are subject to, and contingent upon, applicable budgetary appropriations approved by the Board for each fiscal year during the term of the Contracts. If such appropriations are not approved, the Contracts may be immediately terminated without penalty to the County.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

OC Public Works

ATTACHMENT(S):

Attachment A – Contract MA-280-19010653 Amendment Number Two to Contract with Polytechnique Environmental, Inc.

Attachment B – Redline Version of Previous Amendment to Contract with Polytechnique Environmental, Inc.

Attachment C – Contract MA-280-19010612 Amendment Number Two to Contract with Wood Environment & Infrastructure Solutions, Inc.

Attachment D – Redline Version of Previous Amendment to Contract with Wood Environment & Infrastructure Solutions, Inc.

Attachment E – Contract Summary Form for Polytechnique Environmental, Inc.

Attachment F – Contract Summary Form for Wood Environment & Infrastructure Solutions, Inc.



**AMENDMENT NUMBER TWO
FOR
ON-CALL ENVIRONMENTAL PROGRAM SUPPORT**

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA") and Polytechnique Environmental, Inc. ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-19010653 for On-Call Environmental Program Support, effective August 14, 2018 through August 13, 2021, with a Total Contract Not-to-Exceed Amount of \$2,250,000 ("Contract"); and,

WHEREAS, pursuant to Amendment Number One, the Parties increased the Total Contract Not-to-Exceed Amount to \$3,750,000 for the initial three-year term and \$1,500,000 for each one-year renewal thereafter upon Board approval; and updated the Contract's Insurance provision; and

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and update Contract provisions to conform with County standard language; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 1 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, 2021 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. This Contract may be renewed by mutual agreement of both Parties one (1) additional one (1)-year term. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors. A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

2. Article 41 shall be removed in its entirety and reserved.



3. Articles 43 shall be amended to read in their entirety as follows:

43. AIRPORT SECURITY

The A-E's personnel must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge and a driving permit for access to drive on the Airport Operations Area.

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

- A. Badge Acquisition:** Prior to issuance of a security badge(s), 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 \$29.00 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.
- B. 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.
- C. 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.
- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
 - ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement 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.



- iii. JWA security badge is nontransferable.
 - iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge 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.
 - v. 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.
 - vi. No worker shall be used in performance of this work that has not passed the background check.
4. Article 51, Article 52, and Article 53 shall be added to read in their entirety as follows:

51. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

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

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

52. EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event JWA experiences or is situated within or proximate to a federal, State, or locally declared emergency or disaster area, this Contract may be subject to unusual usage. Contractor shall perform during such an emergency or disaster under the same terms and



conditions that normally apply. All pricing of the goods/services shall remain unchanged regardless of exigent circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of applicable invoice(s) for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or disaster shall not be permitted. In the event of an emergency or disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

53. PROVISION OF SERVICES

County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.

5. Appendix 3 shall be removed in its entirety and reserved.
6. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)





County of Orange, John Wayne Airport

MA-280-19010653
On-Call Environmental Program Support

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

POLYTECHNIQUE ENVIRONMENTAL, INC.*

	Joohi R. Sood	President	4/20/2021
Signature	Name	Title	Date

	Joohi R. Sood	Secretary	4/20/2021
Signature	Name	Title	Date

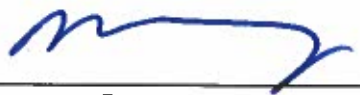
COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By	
	Deputy
Date	5-12-21

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



JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support

OCENV18A

Polytechnique Environmental, Inc.

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

This Amendment ~~No. 1~~ ("Amendment") is made and entered into ~~this~~ day as of ~~2019~~, the date fully executed by and between the County of Orange, a political subdivision of the State of California ("~~County~~"), through its department John Wayne Airport ("~~County~~" or "~~JWA~~"), and Polytechnique Environmental, Inc. ("~~Consultant~~").

~~WHEREAS~~, on August 14, 2018, the ("~~Contractor~~"), with County and ~~Consultant~~ Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

~~WHEREAS~~, County and Contractor entered into an Architect-Engineer Agreement Contract MA-280-19010653 for On-Call Environmental Program Support in the not, effective August 14, 2018 through August 13, 2021, with a Total Contract Not-to-exceed amount ~~Exceed Amount~~ of \$2,250,000 for a three-year term, plus \$750,000 for each one-year renewal (the "Agreement"); ("~~Contract~~"); and,

~~WHEREAS~~, pursuant to Amendment Number One, 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:

~~The not to exceed amount shall be Parties increased by \$ the Total Contract Not-to-Exceed Amount to \$3,750,000 to an amended not to exceed amount of \$3,000,000 for a for the initial three-year term, plus and \$1,000,500,000 for each one-year renewal for a total not to exceed amount of \$5,000,000; thereafter upon Board approval; and updated the Contract's,~~

~~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. provision; and~~

~~Except~~ **WHEREAS**, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and update Contract provisions to conform with County standard language; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support

OCENV18A

Polytechnique Environmental, Inc.

1. Section 1 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, 2021 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. This Contract may be renewed by mutual agreement of both Parties one (1) additional one (1)-year term. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors. A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

2. Article 41 shall be removed in its entirety and reserved.

3. Articles 43 shall be amended to read in their entirety as follows:

43. AIRPORT SECURITY

The A-E's personnel must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge and a driving permit for access to drive on the Airport Operations Area.

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

A. Badge Acquisition: Prior to issuance of a security badge(s), 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 \$29.00 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.

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support**OCENV18A**

Polytechnique Environmental, Inc.

B. 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.

C. 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.

- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
- ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement 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.
- iii. JWA security badge is nontransferable.
- iv. ~~In amended herein, all 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.~~
- v. 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.
- vi. No worker shall be used in performance of this work that has not passed the background check.

4. Article 51, Article 52, and Article 53 shall be added to read in their entirety as follows:

51. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support

OCENV18A

Polytechnique Environmental, Inc.

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

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

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

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

52. EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event JWA experiences or is situated within or proximate to a federal, State, or locally declared emergency or disaster area, this Contract may be subject to unusual usage. Contractor shall perform during such an emergency or disaster under the same terms and conditions that normally apply. All pricing of the goods/services shall remain unchanged, regardless of exigent circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of applicable invoice(s) for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or disaster shall not be permitted. In the event of an emergency of disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

53. PROVISION OF SERVICES

County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support

OCENV18A

Polytechnique Environmental, Inc.

as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.

5. Appendix 3 shall be removed in its entirety and reserved.

~~6.~~ All other terms and conditions in this Contract shall remain unchanged and with 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.~~

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support**OCENV18A**

Polytechnique Environmental, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

POLYTECHNIQUE ENVIRONMENTAL, INC.*Signature *Page Follows.*

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport
MA-280-19010653
On-Call Environmental Program Support

Polytechnique Environmental, Inc.
Name Title Date

DATED: _____
Signature Name Title Date

COUNTY OF ORANGE

By _____
Chairwoman, A political subdivision of
the Board of Supervisors

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

Robin Stielor
Clerk of the Board of Supervisors
County of Orange, California

PROJECT MANAGER

By _____
Title _____

By _____
Title _____

APPROVED AS TO FORM:
COUNTY COUNSEL AUTHORIZED SIGNATURE:

By _____
Deputy



JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support

OCENV18A

Polytechnique Environmental, Inc.

Date

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support**OCENV18A**

Polytechnique Environmental, Inc.

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: _____~~

Deputy Purchasing Agent

Signature	Name	Title	Date

APPROVED AS TO FORM:County Counsel

By _____

Deputy

Date _____

~~* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief~~

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support**OCENV18A**

Polytechnique Environmental, Inc.

Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

- 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:

Coverage	Minimum Limits
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

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support

OCENV18A

Polytechnique Environmental, Inc.

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).

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010653

On-Call Environmental Program Support***OCENV18A***

Polytechnique Environmental, Inc.

~~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.~~

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County of Orange, John Wayne Airport

MA-280-19010612
On-Call Environmental Program Support

**AMENDMENT NUMBER TWO
FOR
ON-CALL ENVIRONMENTAL PROGRAM SUPPORT**

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA") and Wood Environment & Infrastructure Solutions, Inc. ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-19010612 for On-Call Environmental Program Support, effective August 14, 2018 through August 13, 2021, with a Total Contract Not-to-Exceed Amount of \$2,250,000 ("Contract"); and,

WHEREAS, pursuant to Amendment Number One, the Parties increased the Total Contract Not-to-Exceed Amount to \$3,750,000 for the initial three-year term and \$1,500,000 for each one-year renewal thereafter upon Board approval; and updated the Contract's Insurance provision; and

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and update Contract provisions to conform with County standard language; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 1 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, 2021 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. This Contract may be renewed by mutual agreement of both Parties for one (1) additional one (1)-year term. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors. A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

2. Article 41 shall be removed in its entirety and reserved.



3. Articles 43 shall be amended to read in their entirety as follows:

43. AIRPORT SECURITY

The A-E's personnel must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge and a driving permit for access to drive on the Airport Operations Area.

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

- A. **Badge Acquisition:** Prior to issuance of a security badge(s), 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 \$29.00 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.
- B. **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.
- C. **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.
 - i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
 - ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement 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.



- iii. JWA security badge is nontransferable.
 - iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge 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.
 - v. 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.
 - vi. No worker shall be used in performance of this work that has not passed the background check.
4. Article 51, Article 52, and Article 53 shall be added to read in their entirety as follows:

51. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County. County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

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

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

52. EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event JWA experiences or is situated within or proximate to a federal, State, or locally declared emergency or disaster area, this Contract may be subject to unusual usage. Contractor shall perform during such an emergency or disaster under the same terms and



conditions that normally apply. All pricing of the goods/services shall remain unchanged regardless of exigent circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of applicable invoice(s) for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or disaster shall not be permitted. In the event of an emergency or disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

53. PROVISION OF SERVICES

County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.

5. Appendix 3 shall be removed in its entirety and reserved.
6. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)



County of Orange, John Wayne Airport

 MA-280-19010612
 On-Call Environmental Program Support

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.*

<u>1/11/11. J. Sherrill</u>	Kendall H. Sherrill	Vice President	<u>4/22/2021</u>
Signature	Name	Title	Date

<u>1/11/11. J. Sherrill</u>	Kendall H. Sherrill	Treasurer	<u>4/22/2021</u>
Signature	Name	Title	Date


COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By 

Deputy

Date 5-12-21

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



JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010612

On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

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

This Amendment No. 1 ("Amendment") is made and entered into this _____ day of _____, 2019, the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), through its department John Wayne Airport ("County" or "JWA"), and Wood Environment and Infrastructure Solutions, Inc. ("Consultant") ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, on August 14, 2018, the County and Consultant Contractor entered into an Architect-Engineer Agreement Contract MA-280-19010612 for On-Call Environmental Program Support in the not effective August 14, 2018 through August 13, 2021, with a Total Contract Not-to-exceed amount Exceed Amount of \$2,250,000 for a three-year term, plus \$750,000 for each one-year renewal (the "Agreement") ("Contract"); and,

WHEREAS, pursuant to Amendment Number One, 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:

The not-to-exceed amount shall be Parties increased by \$ the Total Contract Not-to-Exceed Amount to \$3,750,000 to an amended not-to-exceed amount of \$3,000,000 for a for the initial three-year term, plus and \$1,000,500,000 for each one-year renewal for a total not-to-exceed amount of \$5,000,000 thereafter upon Board approval; and updated the Contract's,

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; provision; and

Except **WHEREAS**, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and update Contract provisions to conform with County standard language; and

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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County of Orange, John Wayne Airport

JOHN WAYNE AIRPORT

MA-280-19010612

On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

1. Section 1 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, 2021 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. This Contract may be renewed by mutual agreement of both Parties for one (1) additional one (1)-year term. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors. A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

2. Article 41 shall be removed in its entirety and reserved.

3. Articles 43 shall be amended to read in their entirety as follows:

43. AIRPORT SECURITY

The A-E's personnel must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge and a driving permit for access to drive on the Airport Operations Area.

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

A. Badge Acquisition: Prior to issuance of a security badge(s), 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 \$29.00 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.

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Page 2 of 12

Wood Environment &
Infrastructure Solutions, Inc. Rev. 2/23/2021

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County of Orange, John Wayne Airport

JOHN WAYNE AIRPORT

MA-280-19010612

On-Call Environmental Program Support**OCENV18B****Wood Environment and Infrastructure Solutions, Inc.**

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B. 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.

C. 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.

- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
- ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement 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.
- iii. JWA security badge is nontransferable.
- iv. ~~In amended herein, all 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.~~
- v. 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.
- vi. No worker shall be used in performance of this work that has not passed the background check.

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4. Article 51, Article 52, and Article 53 shall be added to read in their entirety as follows:

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County of Orange, John Wayne Airport

JOHN WAYNE AIRPORT

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On-Call Environmental Program Support**OCENV18B****Wood Environment and Infrastructure Solutions, Inc.****51. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under the terms and of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

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

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

52. EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event JWA experiences or is situated within or proximate to a federal, State, or locally declared emergency or disaster area, this Contract may be subject to unusual usage. Contractor shall perform during such an emergency or disaster under the same terms and conditions that normally apply. All pricing of the goods/services shall remain unchanged, regardless of exigent circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of applicable invoice(s) for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or disaster shall not be permitted. In the event of an emergency or disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

53. PROVISION OF SERVICES

Count may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract

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Wood Environment &
Infrastructure Solutions, Inc. Rev. 2/23/2021

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On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.

5. Appendix 3 shall be removed in its entirety and reserved.

6. All other terms and conditions in this Contract shall remain unchanged and with 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.

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010612

On-Call Environmental Program Support

OCENV18B

~~Wood Environment and Infrastructure Solutions, Inc.~~

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.*Signature ~~Page Follows.~~

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010612

On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

Name	Title	Date

DATED: _____

Signature	Name	Title	Date

COUNTY OF ORANGE

By _____

Chairwoman, A political subdivision of

the Board/State 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 AUTHORIZED SIGNATURE:

By _____

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Page 7 of 12

Wood Environment &
Infrastructure Solutions, Inc. Rev. 2/23/2021

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010612

On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

Deputy

Date _____

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JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010612

On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

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: _____

Deputy Purchasing Agent

Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President;

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Wood Environment and Infrastructure Solutions, Inc.

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

- 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

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On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

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.

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On-Call Environmental Program Support***OCENV18B******Wood Environment and Infrastructure Solutions, Inc.***

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.

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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 \$5,250,000 for the 4th year contract option upon Board of Supervisors approval.
3. Addition of two subcontractors to the team in order to support drinking water testing and CALGreen requirements.

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
ALS	Laboratory	All amounts for services are unknown until Task Orders are issued
EnviroMonitoring Services	Site Assessment/Investigation, Groundwater Monitoring, Remediation Support	
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	
LivingWorks	CALGreen, Envision, and Green Initiatives Support	

Subcontractor Name	Service(s)	Amount
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	
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 Svs.	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 \$5,250,000 for the 4th year contract option upon Board of Supervisors approval.

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.