



AGENDA STAFF REPORT

ASR Control 21-000525

MEETING DATE: 07/27/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Pending)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
 Kyle Kotchou (949) 252-5270

SUBJECT: Approve Architect-Engineer Contracts for Airport Facilities Support Services

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** \$2,070,400 **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** No

Current Fiscal Year Revenue: N/A

Funding Source: Fund 280: 45%, Fund 281: 55% **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.
2. Authorize County Procurement Officer or authorized Deputy to execute an On-Call Architect-Engineer Services contract with AECOM Technical Services, Inc. for consultant services in the not-to-exceed amount of \$924,800, effective September 1, 2021, through August 31, 2022, with the option to renew for one additional one-year extension.
3. Authorize County Procurement Officer or authorized Deputy to execute an On-Call Architect-Engineer Services contract with Butier Engineering, Inc. for consultant services in the not-to-exceed amount of \$929,600, effective September 1, 2021, through August 31, 2022, with the option to renew for one additional one-year extension.
4. Authorize County Procurement Officer or authorized Deputy to execute an On-Call Architect-Engineer Services contract with Arcadis U.S. Inc. for consultant services in the not-to-exceed amount of \$216,000, effective September 1, 2021, through August 31, 2022, with the option to renew for one additional one-year extension.

SUMMARY:

Awarding On-Call Architect-Engineer contracts will allow John Wayne Airport to obtain professional and technical services of an advisory nature for administration and oversight of projects related to capital and tenant-funded improvements in order to secure the Airport's continuous and safe operation.

BACKGROUND INFORMATION:

John Wayne Airport (JWA) requires technical and advisory services from qualified On-Call Architect-Engineer (A-E) consultants to support JWA with administration and oversight of various projects. The use of On-Call A-E Service Contracts (Contracts) expedites the process of providing these necessary services and ensures JWA maintains a high level of safety, security and operational standards during all stages of airport improvements.

These contracts are on an "as-needed/on-call" basis where work will be performed based on individual work orders issued by JWA. These services were procured in accordance with the "OCPW Delegated Authority for Certain Architect-Engineer (A/E) Services" memo that was established November 6, 2020 by the Director of OC Public Works.

Services required by JWA are subject to the Airport Director's/Designee approval with a not-to-exceed dollar amount for each task. The dollar amounts of the recommended Contracts were derived from JWA's best estimation of the tasks to be completed.

The awarded firms will be providing technical support, administration, and physical oversight of JWA projects and improvements that vary greatly in scope and complexity. Projects and improvements can occur during any time of the day including, nights and weekends. The A-E firms will act as owner's representative and will be tasked to ensure that Capital Improvement Projects being managed by OC Public Works and tenant-funded improvement (TI) projects are in compliance with JWA, Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) standards and guidelines, as well as safety of the public, including Airport employees, guests, and passengers. JWA is required to maintain FAA and TSA compliance at all times to ensure continuous operations of the airfield and terminal. Any safety and security concerns and/or incidents may be highly detrimental to the operations of JWA and may adversely impact all stakeholders, including but are not limited to, Airlines, FAA Airport Traffic Control Tower, TSA, Concessionaires and Rental Car companies. Additionally, to maintain accountability and ensure that all work is executed and documented in a standardized manner, JWA will utilize the A-E firms to provide support in administering the Airport's document control and management software, Unifier.

Some of the projects that JWA has identified as requiring technical and advisory services by JWA Owner's Representatives include, but are not limited to: 1) Airport Power Generation and Distribution Upgrades; 2) Taxiway A, D and E Reconstruction; 3) Main Street Parking Lot Modifications for Electric Bus and Vehicle Chargers; 4) Explosive Detection Team Facility Improvements; 5) Facility Accessibility Improvements; 6) Terminal A and B Inbound Baggage System Improvements; 7) Terminal Roof Repair and Expansion Joints Replacements; 8) Terminal Building Curtain Wall Modifications; 9) Plumbing Infrastructure Replacement; and 10) Methacrylate Road Protection Coating.

The TI work generally includes new terminal concessions and three new Fixed Based Operators (FBO). JWA is anticipating new concessionaires as the existing leases expire in fall 2022. Recently, JWA has had

existing concessionaires terminate their lease agreements earlier than scheduled due to the COVID-19 pandemic. To help offset the lost revenues, JWA has secured interim leases, which will require the lessees to improve the existing space for branding and operational purposes. As the FBOs progress toward site development, JWA review and oversight will be required. The owner's representative will ensure the lessees are performing work in line with JWA aesthetics, safety and security standards while also minimizing impacts to JWA operations.

JWA issued a Request for Qualification (RFQ) to establish a Qualified Vendor List (QVL) for the Contracts. The RFQ was conducted in accordance with the Contract Policy Manual (CPM)/Design and Construction Procurement Policy Manual (DCPM) and was advertised from February 2, 2021, through March 9, 2021, on the County of Orange (County) online bidding system. Ten submittals were received in response to the RFQ.

On April 8, 2021, the RFQ evaluation panel completed the written evaluation and provided recommendations. Based on the criteria set forth in the RFQ, nine firms were qualified for the establishment of a QVL for A-E services (Attachment I). A summary of the most qualified firms providing the A-E services is attached as a part of the Memorandum of Recommendation (Attachment G).

To address immediate project needs, JWA is utilizing the QVL and issue one-time, project-specific contracts to AECOM Technical Services, Inc., Butier Engineering, Inc. and Arcadis U.S. Inc. for \$200,000 each. JWA requires longer term services that exceed the capacities of the one-time contracts and recommends establishing Contracts with these three firms. In accordance with DCPM Section 3.3-102, CPM Section 3.3-102, and pursuant to California Government Code Section 25502.5, approval by the Board is required for all A-E services contracts in excess of \$200,000 per year.

Department staff have conducted due diligence on the recommended firms. Previous department experience that is relevant to the contract regarding similar projects were satisfactory.

Firm	JWA Past Projects	JWA Past Projects
AECOM Technical Services, Inc.	General Aviation Infrastructure Improvements	Airfield Lighting and Signage Improvements
Butier Engineering, Inc.	Terminal Improvements	Terminal A and B Air Handlers Replacement
Arcadis U.S. Inc.	Taxiway B Rehabilitation	Airfield Lighting and Signage Improvements

The three firms were selected due to their proven expertise in aviation-focused projects. AECOM Technical Services, Inc., has provided airport facilities support services in airports throughout the nation and has extensive knowledge of JWA's airfield. Butier Engineering, Inc. has demonstrated themselves to be an expert in JWA Terminal and tenant coordination. Arcadis U.S. Inc. has proven experience in providing document/record management associated with JWA business processes and reporting (Unifier). These companies will rely on their extensive experience at JWA to ensure the Airport remains safe and operable.

JWA negotiated contracts for A-E services with the three selected firms. The Contracts, scope of services and negotiated rates are included as Attachments A through C. The negotiated hourly rates and fees are within industry standards and are fair and reasonable for the scope of services in the Contracts. In the event additional services are needed in excess of the contract amounts, JWA may utilize the QVL to issue

separate contracts up to an annual aggregate cost of \$200,000 per firm without Board of Supervisors (Board) approval pursuant to CPM Section 3.3-102 and DCPM Section 3.3-105.

JWA seeks Board approval of contracts with AECOM Technical Services, Inc., Butier Engineering, Inc. and Arcadis U.S. Inc., for a one-year term, with the option to renew for one additional one-year extension, upon Board approval.

These Contracts include subcontractors. See Attachments A, Band C for information regarding the subcontractors and the 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 that are not yet known. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for these Contracts will be included in Airport Operating Fund, Fund 280 and Airport Construction Fund, Fund 281, for FY 2021-22 Budget and will be included the budgeting process for future years.

The proposed Contracts include a provision stating the Contracts are subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of these Contracts. If such appropriations are not approved, these 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-280-21011506 with AECOM Technical Services, Inc.

Attachment B – Contract MA-280-21011510 with Butier Engineering, Inc.

Attachment C – Contract MA-280-21011508 with Arcadis U.S. Inc.

Attachment D – Contract Summary Form for AECOM Technical Services, Inc.

Attachment E – Contract Summary Form for Butier Engineering, Inc.

Attachment F – Contract Summary Form for Arcadis U.S. Inc.

Attachment G – Memorandum of Recommendation

Attachment H – Summary of Evaluator Scoring

Attachment I – Qualified Vendor List for Airport Facilities Support Services

CONTRACT

THIS CONTRACT, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-280-21011506, and dated _____ day of _____, 20____ is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”

AND

AECOM Technical Services, Inc., a California Corporation, hereinafter referred to as “A-E”

which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services (“PROJECTS/SERVICES”) as described in MA-280-21011506 Scope of Work for On-Call Airport Facilities Support Services, hereinafter referred to as “Attachment A,” attached hereto and incorporated herein by reference; and

WHEREAS, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. GENERAL

1.1. Retainer

1.1.1. County does hereby retain A-E to perform the Projects/Services as required by this Contract.

1.1.2. A-E has offered, and County has accepted, the professional services of Matt Ulukaya and A-E shall assign him/her to the Projects/Services.

1.1.3. A-E may employ special consultants/contractors for the accomplishment of the Projects/Services specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these Projects/Services.

1.1.4. Consultants/contractors may be substituted and/or added by mutual Contract of A-E and the Director, County of Orange, John Wayne Airport or his designee, hereinafter referred to as “Director”.

1.1.5. A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this Contract. However, all consultants/contractors independently contracting with County shall be independently liable to County for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with County.

1.2. Projects/Services

1.2.1. Description of Projects/Services

- a. Project/Services to be performed by A-E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this Contract, the wording as set forth in Attachment A shall prevail.
- b. A-E shall be responsible for submitting all Projects/Services to County in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any Projects/Services not meeting this requirement will be returned to A-E prior to review by County.

1.2.2. Design Criteria and Standards

All Projects/Services shall be performed in accordance with instructions, criteria and standards set forth by the Director.

1.2.3. Scheduling

- a) Concurrently with the work of the Contract, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from County, A-E shall submit to County two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of Projects/Services assignments. A-E schedule shall include required County review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b) A-E shall allow at least five (5) working days for County review of progress work schedule. In planning work A-E should anticipate and allow ten (10) working days for County review of each submittal required in Attachment A.
- c) A-E shall meet on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e) A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

1.3. Assistance by County Staff

- 1.3.1.** County shall assign an appropriate staff member to work with A-E in connection with the work of this Contract. Said staff member's duties will consist of the giving of advice and consultations, assisting A-E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A-E or County's staff warrant attention, and all other duties as may be described in Attachment A.
- 1.3.2.** All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4. Term and Maximum Compensation

The term of this Contract is for one (1) year, commencing September 1, 2021 through August 31, 2022, with the option to renew for two (2) additional one (1) year terms, with a maximum allowable compensation of nine hundred thousand eight hundred dollars (\$924,800.00); except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

- 1.5.1.** For the Projects/Services authorized under this Contract, A-E shall be compensated in accordance with the following:
- 1.5.2.** For completion and approval of all Projects/Services where "Extra Work" (defined as changes in approved portions of the Project/Services required by and ordered in writing by Director which changes constitute a change in or departure from said approved portions of Projects/Services) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.
- 1.5.3.** Where extra work is authorized for Projects/Services:
- a) The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by Director. If this Contract is not approved by the Board of Supervisors, any change that increases the cumulative Contract price beyond \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, whichever is less.
 - b) A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.
- 1.5.4.** For partial completion of work of Projects/Services followed by default on part of A-E:
- a) For failure to complete and secure approval of the first required submittal, there shall be no compensation.
 - b) For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of Projects/Services by others, be entitled to receive compensation based on approved work of Projects/Services not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by County of the non-approved work; provided, however, that if the cost to County to complete the

contract exceeds the amount specified herein, A-E shall be liable to County for such excess costs attributable to A-E's breach of the Contract.

2. LABOR

2.1 Non-Employment of County Personnel

2.1.1 A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of County in professional classifications of the same skills required for the performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

2.1.2 Nothing in this Contract shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Contract. Anything in the Contract which may appear to give County the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

2.2 Non-Discrimination

2.2.1 In the performance of this Contract, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2.2.2 A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.

2.3 Employee Eligibility Verification

A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A-E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

2.4 Independent Contractor

2.4.1 As referenced in Section 2.1.2 of this Contract, A-E shall be considered an independent contractor.

2.4.2 Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through County.

2.5 Conflict of Interest Contractor Personnel

2.5.1 The A-E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the

A-E; the A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and Projects/Services hereunder.

- 2.5.2** A-E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

2.6 Labor Code Notice

All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this CONTRACT qualifies as "public works".

3. INSURANCE

3.1 Insurance Requirements and Endorsements

- 3.1.1** Prior to the provision of services under this Contract, the A-E agrees to purchase all required insurance at A-E's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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 subcontractors 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.
- 3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this Contract 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 subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this Contract for inspection by County representative(s) at any reasonable time.
- 3.1.3** 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 Contract, agrees to all of the following:
1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this Contract, 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.

- 3.1.4** 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.

A. Qualified Insurer

1. 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.

2. 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 converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence or \$10,000,000 if Commercial Ramp access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

B. Required Coverage Forms

1. 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.
2. 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.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a

form at least as broad naming the ***County of Orange, Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.

- b. 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.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***the County of Orange, Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
3. All insurance policies required by this Contract 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.
4. 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.
5. 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.
6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
8. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
9. 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.
10. 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.
11. The procuring of such required policy or policies of insurance shall not be construed

to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. INDEMNITY/COMPLIANCE

1.1 Indemnification

1.1.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County Flood Control District and their agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

1.1.2 All Projects/Services submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary, and A-E shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving A-E's Projects/Services, the Projects/Services will be returned to A-E for correction. Should COUNTY or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's Projects/Services shall not be used as a defense by A-E.

1.1.3 A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County, Orange County Flood Control District and their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and County by a court of competent jurisdiction because of the concurrent active negligence of A-E and County or County Indemnitees, A-E and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this Contract.

1.2 Bills and Liens

A-E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A-E shall not permit any lien or charge to attach to the work or the premises, **but if any does so attach, A-E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.**

1.3 Compliance with Laws

1.3.1 A-E represents and agrees that services to be provided under this Contract shall fully comply, at A-E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Projects/Services at the time Projects/Services are provided to and accepted by County.

- 1.3.2 A-E acknowledges that County is relying on A-E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A-E agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.**

5. TERMINATION

5.1 Termination of Contract for Cause

- 5.1.1 If A-E breaches any of the covenants or conditions of this Contract, County shall have the right to terminate this Contract upon ten (10) days written notice prior to the effective day of termination.
- 5.1.2 A-E shall have the opportunity to cure the alleged breach prior to termination.
- 5.1.3 In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this Contract, which work has been reduced to plans or other documents, shall be made available to County.

5.2 Termination for Convenience

- 5.2.1 Notwithstanding any other provision of the Contract, County may at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) calendar days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.
- 5.2.2 A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County.
- 5.2.3 County shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this Contract.
- 5.2.4 Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.
- 5.2.5 A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

5.3 Breach of Contract

The failure of the A-E to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, the County may:

- a) afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- b) discontinue payment to the A-E for and during the period in which the A-E is in breach; and

- c) offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the County.

5.4 Default

- 5.4.1** In the event any equipment or service furnished by the A-E in the performance of this Contract should fail to conform to the specifications therein within one (1) calendar year from the County's acceptance of the equipment or service, or any performance period specifically specified within the specifications or Contract, whichever is greater, the County may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this Contract and the actual cost to the County.
- 5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.
- 5.4.3** In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the A-E, any loss or damage sustained by the County in procuring any equipment or service which the A-E agreed to supply under this Contract shall be borne and paid for by the A-E.
- 5.4.4** Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the Projects/Services as agreed to herein, or otherwise substantially violating any provision of this Contract.
- 5.4.5 Orderly Termination:** Upon termination of this Contract for any reason, each Party shall assist the other PARTY in transferring all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party, including all data and any unfinished, preliminary or draft documents. Each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract.
- 5.4.6** The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

A-E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the Projects/Services.

6.2 Award of Construction Contract and Other Future Contracts

A-E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and County policy prohibit, as an impermissible conflict of

interest, the award of a contract for the construction of the project(s) on which A-E performed architectural-engineering services under this A-E Contract. A-E is hereby informed that these statutes and regulations could also prohibit the award to A-E of design or other contracts on future phases related to tasks performed by A-E under this Contract. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this Contract.

6.3 Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

6.4 Successors and Assigns

The terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6.5 Entirety

This Contract contains the entire agreement between the parties with respect to the matters provided for herein.

6.6 Severability

If any part of this Contract is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall be given effect to the fullest extent reasonably possible.

6.7 Binding Obligation

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

6.8 Governing Law and Venue

6.8.1 This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

6.8.2 The Parties specifically agree that by soliciting and entering into and performing Projects/Services under this Contract, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all Projects/Services under this Contract is completed, and continuing until the expiration of any applicable limitations period.

6.9 Intentionally Omitted

6.10 Ownership of Documents

- 6.10.1** All data, including but not limited to letters, reports, files, plans, drawings, specifications, SOQs, sketches, diagrams and calculations, prepared by A-E and/or anyone acting under the supervision of A-E pursuant to this Contract, shall become the property of County upon preparation by A-E and may be used by the County as it may require without additional cost to the County.
- 6.10.2** A-E, at County's direction and upon County's request, shall transmit and convey to County all such data described in Section 6.10.1 above, in native format and regardless of whether such data constitutes a draft, preliminary, or final document within three (3) business days. Failure by A-E to promptly comply with such direction and request by County shall constitute a material breach of A-E's responsibilities under this Contract
- 6.10.3** County shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A-E shall be held harmless for release of such data as may be prepared or created under this Contract to any third party. If A-E and/or anyone acting under the supervision of A-E should later desire to use any of the data prepared in connection with this Contract, A-E shall first obtain the written approval of County.

6.11 Confidentiality

- 6.11.1** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this Contract shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of County, be used for any purposes other than the performance of the Projects/Services described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the Projects/Services.
- 6.11.2** Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential.
- 6.11.3** A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.

6.12 Publication

- 6.12.1** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
- 6.12.2** The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. A-E must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. A-E's are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.

6.13 Records and Audit/Inspections

- 6.13.1** A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this Contract.
- 6.13.2** Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contract.
- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.
- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

6.14 Notices

- 6.14.1** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.
- 6.14.2** Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.
- 6.14.3** All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: AECOM Technical Services, Inc.
 999 Town & Country Road
 Orange, CA 92868
 Attn: Matt Ulukaya
 Phone: (714) 224-2248
 E-mail: matt.ulukaya@aecom.com

For COUNTY: JWA/ Facilities
 Address: 3160 Airway Ave
 City: Costa Mesa, CA 92626
 Attn: Sean Lally
 Phone: (949) 252-6013
 E-mail: slally@ocair.com

cc: JWA/Procurement
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Attn: Monica Rodriguez, DPA

Phone: 949-252-5240
E-mail: MMRodriguez@ocair.com

6.15 Attorney's Fees

In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

6.16 Interpretation

6.16.1 Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract.

6.16.2 In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

6.16.3 Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both.

6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived.

6.16.5 The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

6.17 Headings

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

6.18 Acceptance

Unless otherwise agreed to in writing by County acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County.

6.19 Changes

A-E shall make no changes in the work or perform any additional work without the County's specific written approval.

6.20 Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of County. Any attempt by A-E to assign or sub-contract the

performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

6.21 Changes in Ownership

A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Contract and to obtain the written approval of County of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of County. A-E agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

6.22 Force Majeure

A-E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A-E gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and A-E avails himself of any available remedies.

6.23 Calendar Days

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

6.24 Title to Data

6.24.1 All materials, documents, data or information obtained from the County data files or any County medium furnished to the A-E in the performance of this Contract, will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the A-E after completion or termination of this Contract without the express written consent of the County.

6.24.2 All materials, documents, data or information, including copies furnished by County and loaned to A-E for his temporary use, must be returned to the County at the end of this Contract unless otherwise specified by the Director.

6.25 Availability of Funds

The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the County to expend or as involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

A-E acknowledges that funding or portions of funding for this Contract may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this CONTRACT without penalty.

6.27 Contract Construction

The parties acknowledge that each party and its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Contract by County. Pursuant to Section 4.3 "Indemnification", A-E shall indemnify and hold harmless County for any and all claims for damages resulting from Contractor's violation of this Section.

6.29 Usage

No guarantee is given by the COUNTY to A-E regarding usage of this Contract. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

6.30 Cooperative Agreement

6.30.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

6.30.2 The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

6.31 Wage Rates

Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of

the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6.32 Apprenticeship Requirements

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

6.33 Registration of Contractor

All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

6.34 Payroll Records

6.34.1 Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

6.34.2 The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

6.34.3 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

6.34.4 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

6.34.5 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

6.34.6 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days

in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- 6.34.7** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

6.35 Work Hour Penalty

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

6.36 Apprentices

- 6.36.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

- 6.36.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

- 6.36.3** The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

6.37 Safety

CONTRACTOR shall comply with the COUNTY'S Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. CONTRACTOR shall submit other safety programs that pertain to the type of job that will be performed on site.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

AECOM TECHNICAL SERVICES, INC.
a California Corporation,

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

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

Date: _____

By: _____

Print
Name: _____

Title: Deputy Purchasing Agent

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____

Deputy

Print Name: _____

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

John Wayne Airport (JWA) on behalf of the County of Orange (County) requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer (A-E) Design, Project Administration and Management Services for various projects. A-E is defined as an Architect or Engineer for design and/or engineering of a project. To supplement existing resources, County intends to issue “On-Call Airport Facilities Support Services” for use by Orange County on an "as-needed" basis. No specified amount of work is guaranteed to A-E. However, the amount of negotiated contracted work that will be required on an "as-needed" basis shall not exceed \$924,800.00.

II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by Airport staff on an “as-needed” basis as projects arise to provide A-E for professional services. Requirements will be discussed by both Parties and A-E shall prepare a written *Scope Statement* that will include the specific work to be performed, including the costs and time required to complete the project/task. Orange County Project Management staff will then review the A-E’s *Scope Statement*, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order (CTO) against this Contract.

The A-E firms will act as owner’s representative and will be tasked to ensure that the Airport’s Capital Improvement Program (CIP) projects being managed by OC Public Works (OCPW) and tenant-funded improvement (TI) projects are in compliance with JWA, Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) standards and guidelines, as well as safety of the public, including Airport employees, guests, and passengers. JWA is required to maintain FAA and TSA compliance at all times to ensure continuous operations of the airfield and terminal. Additionally, to maintain accountability and ensure that all work is executed and documented in a standardized manner, JWA will utilize the A-E firm to provide support in administering the Airport’s document control and management software, Unifier.

III. CONTRACT TASK ORDER

A-E shall be assigned work via a task order by COUNTY which shall subsequently be referred to as the “Contract Task Order” (hereinafter “CTO”). A CTO for each project shall be developed by A-E in conjunction with Airport staff. The Airport staff shall manage all A-E’s work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A-E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific *Scope Statement*, and the Architect-Engineer Guide (Rev July 2018).

The CTO shall include a detailed *Scope Statement*, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow enough time for meetings with County Management staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by Airport staff with the appropriate signature blocks and contract information. Once both Parties agree, and all Parties have signed the CTO, County Management staff shall provide A-E with a Notice to Proceed (NTP) to begin work. A-E shall submit all plans, reports and other documents produced under the CTO to the assigned Airport staff within the timeframe indicated in the CTO or as directed by Airport staff. CTO’s issued during the term of the contract shall be completed upon reasonable estimate of time required for the project regardless of contract expiration.

IV. SCOPE OF WORK – AIRPORT FACILITIES SERVICES

A. A-E FACILITY SUPPORT SERVICES

1. GENERAL

The Airport Facilities Support Services Administrator (A-E) under the terms and conditions of this Agreement shall perform JWA project representative services described below, as they relate to the CIP managed by OCPW and TI projects.

JWA on behalf of the County of Orange (COUNTY) requires support services to meet workload demand for various projects. A-E is defined as the representative responsible for providing facilities support services for the Airport. COUNTY intends to issue “On-Call Airport Facilities Support Services” for use by JWA on an “as-needed” basis. No specified amount of work is guaranteed to A-E.

2. BASIC SERVICES AND RESPONSIBILITIES

2.1 Manner of Performance

A-E shall perform a broad range of advisory services, which shall include oversight of Airport’s CIP managed by OCPW and TI projects.

2.2 General Duties and Responsibilities

A-E shall perform the following:

2.2.1 Mobilization and Administration

- a. Mobilize and organize AE-E’s staff into JWA provided building space, and establish administrative functional areas and working space.
- b. Comply with all Policies & Procedures pertinent to JWA’s functions and practice standards, as well as applicable pertinent regulations, codes, manuals and controlling criteria.
- c. Prepare and submit safety plans.
- d. Maintain electronic project files on JWA’s Electronic Project Management and Document Control System, Oracle Primavera Unifier (Unifier) or other Airport designated system, and utilize this system for tracking and managing Projects.
- e. Ensure that all work is fully documented for future audits of Projects and archive all Project records.
- f. Maintain Project Filing System to complement the Electronic Document Control System at JWA. Such filing system shall contain originals or copies of all information, drawings, specifications, letters, calculations, other documents, contacts, meta-data files including CADD (Computer Aided Design and Drafting) and/or GIS (Geographical Information System) files, purchase orders, books, and other records connected with the Project and of this Agreement. Maintain the Project Filing System in a central repository at the Airport Site.
- g. Upon completion of individual Projects, assemble all records in a labeled and coded archiving system approved by the COUNTY.

2.2.2 Airport Facilities Support Services

- a. Provide regular monitoring of Projects and advise OCPW and JWA where necessary.

- b. Represent JWA in various projects and coordination meetings led by OCPW.
- c. Schedule, conduct and document meetings, and prepare and distribute meeting minutes within three (3) business days.
- d. Work in conjunction with OC Public Works' (OCPW) Project Managers, other A-E Consultants, Construction Managers, and Construction Contractors. Assist the COUNTY in enforcing the terms and conditions of contracts between the COUNTY and third parties related to Projects. Identify contract violations and recommended courses of action to the COUNTY to remediate contract violations.
- e. Attend monthly status review meetings and provide written and/or oral project status reports, emphasizing problems or potential problems, and make recommendations on a monthly basis, or more often at the discretion of the COUNTY.
- f. Coordinate facilities requirement to ensure utility systems are compatible with JWA requirements.
- g. Support the Projects to minimize the impact on Airport and airfield operations.
- h. Advise and assist the COUNTY in FAA matters related to Projects.

3. DUTIES AND RESPONSIBILITIES – GENERAL

A-E shall perform the duties outlines below within the policies and procedures of the COUNTY.

3.1 CONTRACT OVERSIGHT

- a. As an owner's representative, the A-E shall be responsible for overseeing that work is performed in accordance with the contract and project schedule; and further, the A-E shall be responsible for advising and reporting to the COUNTY to ensure all deviations, breaches, and variances from the contracts and contract schedules are recorded appropriately.
- b. In accordance with the foregoing duties and responsibilities, the A-E shall attend conferences and meetings and make site visits so as to observe the work of the contractors and the quality and progress of the contractor's work.
- c. The A-E shall oversee the coordination of the submittal and processing of design and bid documents through regulatory agencies and authorities, including the Airport Commission, Federal Aviation Administration under the Federal Department of Transportation, Department of Homeland Security, Orange County Public Works (OCPW), and Orange County Fire Authority (OCFA), and expedite the issuance of building permits.
- d. The A-E shall review the Contractors' amendment requests and change order requests that are brought forward by OCPW, and review for validity and cost reasonableness.
- e. The A-E shall oversee the management of the close-out of Contractors' agreements, including the commissioning, testing, and start-up of building systems, final inspections of completed work, assemblage of As-Build and Record Drawings, Operations & Maintenance Manuals, and warranties and guarantees.

4. DUTIES AND RESPONSIBILITIES – BY JOB CATEGORY

4.1 Project Administrator:

- Principal Project Administrator
- Project Administrator

- Senior Project Administrator

Project administrators in all classifications work under the general oversight and management of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager. Depending on his/her classification, professional and technical strength level of expertise, Project administrators are assigned to small, medium and/or large, complex non-capital, capital, and maintenance projects requiring a high level of coordination and logistical planning, and will act as lead representative for the Airport.

4.2 Project Specialist:

Duties and responsibilities within the Project Specialist job category include, but are not limited to: assist with all phases of a project including initiating, planning, executing, controlling and closing; assist and support organization and project team with scope, time, cost, finance, quality, procurement, and risk management activities; perform perform other administrative and facilities support services as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.3 Field Representative/Site Coordinator:

- Site Coordinator I/ Field Rep. I
- Site Coordinator II/Field Rep. II

Field Representatives/Site Coordinators work under the oversight and management of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager or other designated project team members, and they may be responsible for overseeing several disciplines. Duties and responsibilities within the Field Representative/Site Coordinator job category include, but are not limited to: Provide assistance to OCPW and contractors to access work areas on the airfield, terminal complex, etc.; act as liaison and facilitate communication between Airport staff and contractors; submit daily field reports on activities; escort contractors and/or other project subjects as assigned, and facilitate Airport and/or tenant work; provide observation and general inspection of construction activities for adherence to specifications and contract documents (not to be supplemented for JWA Inspections); provide oversight of field special testing and inspection in some instances depending on the Field Representative's/Site Coordinator's expertise; and other Field Representative/Site Coordinator - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.4 Safety Oversight:

- Safety Manager

Duties and responsibilities within the Safety Oversight job category include, but are not limited to: develop, implement, and maintain a comprehensive project safety program; provide onsite construction safety management by monitoring and auditing the job site and workforce for hazards and unsafe conditions; evaluate and approve contractor and subcontractor safety manager candidates and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations; accompany Federal inspectors during OSHA on-site inspections and interviews; consult with client management on walk-throughs, and develop and present solutions and recommendations for improving site working conditions; develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with the JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.5 Information Processing/Clerical:

- Information Processing Specialist

Duties and responsibilities within the Information Processing/Clerical job category include, but are not limited to: Prepare documents and reports by collecting, analyzing, and summarizing information; perform transcription and data entry services; establish, maintain, and perform office support services; establish and perform information processing services; organize information by studying, analyzing, interpreting, and classifying data; and other related duties and responsibilities as assigned by the position supervisor and the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

5. LIMITS OF AUTHORITY

A-E shall perform the duties outlined below including the policies and procedures stated within this contract and/or agreement. The following areas are NOT the responsibility of the A-E, unless approved and directed otherwise by the COUNTY or their designee:

- Authorize deviations from the approved Project Scope Statement and/or Change Orders.
- Conduct any testing or inspection required by regulatory agencies.
- Assume any responsibilities of the construction contractor.
- Practice objective selection of construction contractor's base on quality craftsmanship and performance for maintenance and repair projects.
- Expedite the job for the contractor with exception to provide all the information needed for contractor to proceed with the work.
- Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific techniques means or sequence is called for in the plans or specifications.
- Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of the COUNTY or their designee.
- Make any settlement agreements with the contractor without involvement and prior approval of the COUNTY or their designee for any construction disputes or claims.

6. WORK PRODUCT

All deliverables/work products prepared by the A-E pursuant to the CTOs, including but not limited to reports, working documents, original drawings, designs, specifications, exhibits, and notes, shall be the property of the COUNTY and shall be delivered to the COUNTY or their designee at its request any time during the term of the Contract.

7. LOCATION OF SERVICES

All services provided by the A-E will be performed at a location to be determined by COUNTY or their designee. When available, COUNTY or their designee will provide office space, a computer and services to carry out A-E required services. A-E will provide for their own transportation with associated costs, any field computers, cellular phones, and/or any other equipment as desired and needed to perform the work; these and all other additional costs shall be considered included in the overhead component of the A-E'S hourly rates, unless specifically agreed to in writing on the applicable CTO.

8. PROGRESS REPORT AND SCHEDULE

A-E shall submit a progress report and schedule update for each CTO on a weekly basis or frequency as required by COUNTY or their designee. A weekly project progress meeting may be required and will not be a substitute for the progress report and written schedule update.

Compliance with Employment Laws: A-E shall be solely responsible for complying with all laws pertaining to the employment of all of A-E's personnel, including but not limited to, compliance with all applicable laws and regulations concerning workers' compensation, social security, minimum wage, unemployment insurance, hours of labor, services, working conditions, equality in employment, and like subjects affecting employers engaged in public projects.

9. TIME OF COMPLETION

Complete projects within agreed schedule by written approval from the JWA PROJECT CONTACT or designee.

10. MINIMUM QUALIFICATIONS

- a. Prior qualifying experience of not less than three, and not more than five, projects for airports and/or essential facilities. Provide a client point-of-contact for each project, including an email address and valid telephone number for reference checking purposes.
- b. Familiar with the special requirements of the Department of Homeland Security (DHS), the Federal Aviation Administration (FAA) and airport facilities comparable to JWA.
- c. Respond on short notice if a project is critical to the operation of the airport and design may need to be completed within a short time frame.
- d. Provide 24x7 support with a 2-hour response time from staff assigned to projects.
- e. Experience with Unifier.

11. ADDITIONAL SCOPE REQUIREMENTS

1.1 General Conditions

- a. Cooperation – A-E personnel shall be well disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County Project Manager unless otherwise directed and shall direct all inquiries or requests to County Project Manager. Exception: the specific request involves public safety or security of the specific facility.
- b. Inspection – All work shall be subject to the inspection and approval of County Project Manager, or designee, prior to acceptance and approval for payment.
- c. Damages – A-E shall repair, replace, or have the cost or repair or replacement deducted from its payments, at the discretion of County Project Manager, all damage sustained to County equipment or facilities as a result of A-E'S operations.
- d. License/Permits – A-E shall furnish all pertinent licenses, and permits, and/or pay fees necessary to perform the work under this contract.

1.2 Security Requirements

A-E shall:

- a. Comply with the written schedule provided by County which shall clearly show the specific start and end times for each work day.
- b. Report to Airport staff upon arrival at job site. Airport Staff shall ensure that the work area is clear and ready for work to begin.
- c. Follow any special security requirements issued by Airport Staff or designee.
- d. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949)852-4004.
- e. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
- f. Restrict all activities to the immediate work site and adjacent assigned areas.
- g. Ensure that all vehicles on site shall be locked and thoroughly secured at all times.
- h. Ensure that all tools and materials shall remain in A-E'S possession at all times and shall never be left unattended.
- i. Report immediately all lost or misplaced tools or materials to security staff, County contract coordinator and or designee.
- j. Secure all work areas prior to the end of each workday.
- k. Ensure personnel shall not smoke or use profanity or other inappropriate language while on site.
- l. Ensure personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
- m. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

12. ADDITIONAL SCOPE REQUIREMENTS

A-E, A-E's employees and A-E'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 A-E 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 \$31.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. A-E'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). AE 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. A-E's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
- b. **Driving Endorsement:** In addition to obtaining a JWA access control badge, A-E'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 A-E, 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 A-E 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. JWA security badge is nontransferable.
- iii. In the event that an A-E's badge is not returned to JWA upon termination of A-E personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to A-E. A-E's final payment may be held by County or a deduction from A-E's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
- iv. A-E shall submit the names, addresses, and driver's license numbers for all A-E 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 A-E personnel and/or prior to the start of any work.
- v. No worker shall be used in performance of this work that has not passed the background check

**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a **time and materials** usage Contract between County and A-E for Airport Facilities Support Services as set forth in Attachment A, “Scope of Work”.

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only Be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the County Contract Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Classification Rates:

AECOM TECHNICAL SERVICES, INC.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal Project Administrator	\$295.00
Senior Project Administrator II	\$250.00
Senior Project Administrator I	\$190.00
Project Administrator II	\$170.00
Project Administrator I	\$155.00
Senior Construction Administrator II	\$225.00
Senior Construction Administrator I	\$190.00
Construction Administrator II	\$170.00
Construction Administrator I	\$150.00
Senior Contract Administrator	\$145.00
Contract Administrator	\$125.00
Site Coordinator II/Field Rep. II	\$155.00
Site Coordinator I/Field Rep. I	\$135.00
OP Unifier Architect	\$180.00
OP Unifier Administrator	\$120.00
OP Unifier Specialist	\$110.00
Senior Cost Administrator	\$185.00
Cost Analyst	\$155.00
Estimating Manager	\$272.00
Senior Construction Estimator	\$188.00

Construction Estimator	\$143.00
Senior Construction Scheduler	\$203.00
Construction Scheduler	\$158.00
Senior Design Engineer II (CA PE)	\$230.00
Senior Design Engineer I (CA PE)	\$200.00
Design Engineer II	\$175.00
Design Engineer I	\$155.00
Design QA/QC Manager (CA PE)	\$240.00
Design QA/QC Specialist	\$190.00
Resident Engineer II (CA PE)	\$210.00
Resident Engineer I (CA PE)	\$190.00
Field Engineer II	\$170.00
Field Engineer I	\$150.00
Project Specialist	\$190.00
CADD/BIM/GIS Administrator	\$170.00
CADD/BIM/GIS Manager	\$150.00
CADD/BIM/GIS Specialist	\$130.00
Graphics/Design Visualization Specialist	\$120.00
Safety Manager	\$170.00
Technical Writer - Engineering	\$140.00
Information Processing Specialist	\$100.00
Labor Compliance Specialist	\$175.00

*LENAX (ESTIMATING AND SCHEDULING)	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Estimating Manager	\$272.00
Senior Construction Estimator	\$188.00
Construction Estimator	\$143.00
Senior Construction Scheduler	\$203.00
Construction Scheduler	\$158.00

*County will not pay A-E more than the listed amount for Sub-Contractor work, regardless of any agreement between the A-E and their Sub-Contractor. Sub-Contractor rates are listed for convenience only.

*Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the post construction phases of construction, including, but not limited to, all

cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

B. Total Contract Amount Shall Not Exceed: \$924,800.00

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

V. A-E'S EXPENSE: A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. REIMBURSABLE ITEMS: Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by 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 the County Project Manager.
- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract 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 County location, as well as mileage within County property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format

acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the County for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the Contract requirements.

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

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. CONTRACT number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Services under this Agreement shall be billed every month on a time and materials basis using JWA's "Request for Payment" form provided by JWA and/or other electronic format of "Request for Payment" approved and made available by JWA, via Unifier. Approved and authorized reimbursable expenses shall be included in the Request for Payment. A-E will not be entitled to any mark-up on reimbursable expenses. A-E will not be entitled to reimbursement for any expense incurred in performance of this Agreement or in connection with the Scope of Services that is not specified above in this section.

Each Request for Payment shall be accompanied by:

- 1) Scope of Services Status Report for the services being invoiced in part or in whole.
- 2) Up-to-date running account of hours and costs for all projects.
- 3) List of employees who worked on the Scope of Services during the month covered by the Request For Payment, including their names, job titles, hourly rates, and assignments.

Request for payment should be submitted to JWA no later than 15 days following the period in which the services were performed. Request for Payment must be approved by County Auditor before payment may be made.

Invoices and support documentation are to be forwarded to:

TBA – Per Task Order

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue

Costa Mesa, CA 92626

Or

Emailed to AccountsPayable@ocair.com

A-E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Mark Kelley	Principal Project Administrator	35+	35+	Professional Engineer, CO #39343
Aymen Rasem	Senior Project Administrator	30	23	Professional Engineer, CA
Ryan Evers	Senior Project Administrator	14	3	
Stan Shaw	Sr. Construction Administrator	35	4	PMP
Richard Flores	Sr. Construction Administrator	22	11	PMP, Certified Construction Manager, LEED AP, PEng (Canada)
Josh Sauls	Sr. Construction Administrator	15	3	
David Ibanez	Project Specialist	16	16	
Walter Mitchell	Project Specialist	41	24	
Gabriel Maranon	Project Specialist	17	17	
Lisa Pham	Contract Administrator	5	5	
Hao Tu	Site Coordinator/Field Rep II	8	3	Professional Engineer, CA
Alexis Avila	Site Coordinator/Field Rep II	4	2	Professional Engineer, CA; OSHA 10hr
Ernesto Bustamante	BIM/CAD/GIS Administrator	34	28	Autodesk Professional
Sem Luong	BIM/CAD/GIS Specialist	8	5	AIA, NCARB
Timothy Schultz	BIM/CAD/GIS Specialist	5	5	
Rafael Cardenas	BIM/CAD/GIS Specialist	5	5	
Marco Ramirez	BIM/CAD/GIS Specialist	30+	23	
Jeffrey Urbina	BIM/CAD/GIS Specialist	23	23	Professional Engineer, MA
Kyle Marek	BIM/CAD/GIS Specialist	8	8	
Duke Young	Design QA/QC Manager	20	20	Professional Engineer, CA

John Behzadi	Senior Design Engineer	40	25	Professional Engineer, CA-UT-HI
Michelle Webb	OP Unifier Administration	35	3	
Julie Neal	OP Unifier Administration	39	37	
Levon Navarrete	Safety Manager	2	2	
LENAX Construction Services, Inc.				
George Elkin	Sr. Construction Estimator	38	38	
Clarence Chatfield	Construction Scheduler	35	35	

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the County. Substitution or addition of A-E's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. ***Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County department.***

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. ***Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County Department.*** County reserves the right to have any A-E personnel removed from providing services to County under this CONTRACT. County is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A-E to perform services specified in Attachment A. Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
LENAX Construction Services, Inc. 3700 Wilshire Blvd., Suite 560 Los Angeles, CA 90010	Adam Zitser, Vice President (213) 637-9146	Estimating and Scheduling

CONTRACT

THIS CONTRACT, hereinafter referred to as "Contract" for purposes of identification hereby numbered MA-280-21011510, and dated _____ day of _____, 20____ is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as "County"

AND

Butier Engineering, Inc., a California Corporation, hereinafter referred to as "A-E"

which are sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in MA-280-21011510 Scope of Work for On-Call Airport Facilities Support Services, hereinafter referred to as "Attachment A," attached hereto and incorporated herein by reference; and

WHEREAS, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. GENERAL

1.1. Retainer

1.1.1. County does hereby retain A-E to perform the Projects/Services as required by this Contract.

1.1.2. A-E has offered, and County has accepted, the professional services of Mark M. Butier and A-E shall assign him/her to the Projects/Services.

1.1.3. A-E may employ special consultants/contractors for the accomplishment of the Projects/Services specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these Projects/Services.

1.1.4. Consultants/contractors may be substituted and/or added by mutual Contract of A-E and the Director, County of Orange, John Wayne Airport or his designee, hereinafter referred to as "Director".

1.1.5. A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this Contract. However, all consultants/contractors independently contracting with County shall be independently liable to County for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with County.

1.2. Projects/Services

1.2.1. Description of Projects/Services

- a. Project/Services to be performed by A-E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this Contract, the wording as set forth in Attachment A shall prevail.
- b. A-E shall be responsible for submitting all Projects/Services to County in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any Projects/Services not meeting this requirement will be returned to A-E prior to review by County.

1.2.2. Design Criteria and Standards

All Projects/Services shall be performed in accordance with instructions, criteria and standards set forth by the Director.

1.2.3. Scheduling

- a) Concurrently with the work of the Contract, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from County, A-E shall submit to County two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of Projects/Services assignments. A-E schedule shall include required County review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b) A-E shall allow at least five (5) working days for County review of progress work schedule. In planning work A-E should anticipate and allow ten (10) working days for County review of each submittal required in Attachment A.
- c) A-E shall meet on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e) A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

1.3. Assistance by County Staff

- 1.3.1.** County shall assign an appropriate staff member to work with A-E in connection with the work of this Contract. Said staff member's duties will consist of the giving of advice and consultations, assisting A-E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A-E or County's staff warrant attention, and all other duties as may be described in Attachment A.
- 1.3.2.** All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4. Term and Maximum Compensation

The term of this Contract is for one (1) year, commencing September 1, 2021 through August 31, 2022, with the option to renew for two (2) additional one (1) year terms, with a maximum allowable compensation of nine hundred thousand six hundred dollars (\$929,600.00); except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

- 1.5.1.** For the Projects/Services authorized under this Contract, A-E shall be compensated in accordance with the following:
- 1.5.2.** For completion and approval of all Projects/Services where "Extra Work" (defined as changes in approved portions of the Project/Services required by and ordered in writing by Director which changes constitute a change in or departure from said approved portions of Projects/Services) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.
- 1.5.3.** Where extra work is authorized for Projects/Services:
- a) The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by Director. If this Contract is not approved by the Board of Supervisors, any change that increases the cumulative Contract price beyond \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, whichever is less.
 - b) A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.
- 1.5.4.** For partial completion of work of Projects/Services followed by default on part of A-E:
- a) For failure to complete and secure approval of the first required submittal, there shall be no compensation.
 - b) For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of Projects/Services by others, be entitled to receive compensation based on approved work of Projects/Services not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by County of the non-approved work; provided, however, that if the cost to County to complete the

contract exceeds the amount specified herein, A-E shall be liable to County for such excess costs attributable to A-E's breach of the Contract.

2. LABOR

2.1 Non-Employment of County Personnel

2.1.1 A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of County in professional classifications of the same skills required for the performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

2.1.2 Nothing in this Contract shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Contract. Anything in the Contract which may appear to give County the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

2.2 Non-Discrimination

2.2.1 In the performance of this Contract, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2.2.2 A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.

2.3 Employee Eligibility Verification

A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A-E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

2.4 Independent Contractor

2.4.1 As referenced in Section 2.1.2 of this Contract, A-E shall be considered an independent contractor.

2.4.2 Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through County.

2.5 Conflict of Interest Contractor Personnel

2.5.1 The A-E shall exercise reasonable care and diligence to prevent any actions or conditions that

could result in a conflict with the best interests of the County. This obligation shall apply to the A-E; the A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and Projects/Services hereunder.

- 2.5.2** A-E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

2.6 Labor Code Notice

All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this CONTRACT qualifies as "public works".

3. INSURANCE

3.1 Insurance Requirements and Endorsements

- 3.1.1** Prior to the provision of services under this Contract, the A-E agrees to purchase all required insurance at A-E's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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 subcontractors 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.
- 3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this Contract 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 subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this Contract for inspection by County representative(s) at any reasonable time.
- 3.1.3** 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 Contract, agrees to all of the following:
1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this Contract, 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.

3.1.4 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.

A. Qualified Insurer

1. 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.

2. 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 converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence or \$10,000,000 if Commercial Ramp access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

B. Required Coverage Forms

1. 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.
2. 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.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a

- form at least as broad naming the *County of Orange, Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
- b. 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.
 2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against *the County of Orange, Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
 3. All insurance policies required by this Contract 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.
 4. 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.
 5. 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.
 6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
 7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
 8. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
 9. 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.
 10. 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.
 11. The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and

requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. INDEMNITY/COMPLIANCE

1.1 Indemnification

1.1.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County Flood Control District and their agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

1.1.2 All Projects/Services submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary, and A-E shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving A-E's Projects/Services, the Projects/Services will be returned to A-E for correction. Should COUNTY or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's Projects/Services shall not be used as a defense by A-E.

1.1.3 A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County, Orange County Flood Control District and their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and County by a court of competent jurisdiction because of the concurrent active negligence of A-E and County or County Indemnitees, A-E and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this Contract.

1.2 Bills and Liens

1.2.1 A-E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A-E shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, A-E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.

1.3 Compliance with Laws

1.3.1 A-E represents and agrees that services to be provided under this Contract shall fully comply, at A-E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Projects/Services at the time Projects/Services are provided to and accepted by County.

1.3.2 A-E acknowledges that County is relying on A-E for such compliance, and pursuant to the

requirements of the indemnification paragraph above, A-E agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

5. TERMINATION

5.1 Termination of Contract for Cause

5.1.1 If A-E breaches any of the covenants or conditions of this Contract, County shall have the right to terminate this Contract upon ten (10) days written notice prior to the effective day of termination.

5.1.2 A-E shall have the opportunity to cure the alleged breach prior to termination.

5.1.3 In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this Contract, which work has been reduced to plans or other documents, shall be made available to County.

5.2 Termination for Convenience

5.2.1 Notwithstanding any other provision of the Contract, County may at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) calendar days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

5.2.2 A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County.

5.2.3 County shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this Contract.

5.2.4 Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.

5.2.5 A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

5.3 Breach of Contract

The failure of the A-E to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, the County may:

- a) afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- b) discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c) offset those monies disallowed pursuant to the above, against any monies billed by the A-E

but yet unpaid by the County.

5.4 Default

- 5.4.1** In the event any equipment or service furnished by the A-E in the performance of this Contract should fail to conform to the specifications therein within one (1) calendar year from the County's acceptance of the equipment or service, or any performance period specifically specified within the specifications or Contract, whichever is greater, the County may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this Contract and the actual cost to the County.
- 5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.
- 5.4.3** In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the A-E, any loss or damage sustained by the County in procuring any equipment or service which the A-E agreed to supply under this Contract shall be borne and paid for by the A-E.
- 5.4.4** Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the Projects/Services as agreed to herein, or otherwise substantially violating any provision of this Contract.
- 5.4.5** **Orderly Termination:** Upon termination of this Contract for any reason, each Party shall assist the other PARTY in transferring all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party, including all data and any unfinished, preliminary or draft documents. Each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract.
- 5.4.6** The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

A-E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the Projects/Services.

6.2 Award of Construction Contract and Other Future Contracts

A-E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and County policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A-E performed

architectural-engineering services under this A-E Contract. A-E is hereby informed that these statutes and regulations could also prohibit the award to A-E of design or other contracts on future phases related to tasks performed by A-E under this Contract. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this Contract.

6.3 Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

6.4 Successors and Assigns

The terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6.5 Entirety

This Contract contains the entire agreement between the parties with respect to the matters provided for herein.

6.6 Severability

If any part of this Contract is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall be given effect to the fullest extent reasonably possible.

6.7 Binding Obligation

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

6.8 Governing Law and Venue

6.8.1 This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

6.8.2 The Parties specifically agree that by soliciting and entering into and performing Projects/Services under this Contract, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all Projects/Services under this Contract is completed, and continuing until the expiration of any applicable limitations period.

6.9 Intentionally Omitted

6.10 Ownership of Documents

- 6.10.1** All data, including but not limited to letters, reports, files, plans, drawings, specifications, SOQs, sketches, diagrams and calculations, prepared by A-E and/or anyone acting under the supervision of A-E pursuant to this Contract, shall become the property of County upon preparation by A-E and may be used by the County as it may require without additional cost to the County.
- 6.10.2** A-E, at County's direction and upon County's request, shall transmit and convey to County all such data described in Section 6.10.1 above, in native format and regardless of whether such data constitutes a draft, preliminary, or final document within three (3) business days. Failure by A-E to promptly comply with such direction and request by County shall constitute a material breach of A-E's responsibilities under this Contract
- 6.10.3** County shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A-E shall be held harmless for release of such data as may be prepared or created under this Contract to any third party. If A-E and/or anyone acting under the supervision of A-E should later desire to use any of the data prepared in connection with this Contract, A-E shall first obtain the written approval of County.
- 6.11 Confidentiality**
- 6.11.1** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this Contract shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of County, be used for any purposes other than the performance of the Projects/Services described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the Projects/Services.
- 6.11.2** Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential.
- 6.11.3** A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.
- 6.12 Publication**
- 6.12.1** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
- 6.12.2** The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. A-E must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. A-E's are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.

6.13 Records and Audit/Inspections

- 6.13.1** A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this Contract.
- 6.13.2** Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contract.
- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.
- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

6.14 Notices

- 6.14.1** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.
- 6.14.2** Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.
- 6.14.3** All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: Butier Engineering, Inc.
17822 E. 17th Street, Suite 404
Tustin, CA 92780
Attn: Mark M. Butier, Jr.
Phone: (714) 832-7222
E-mail: jrbutier@butier.com

For COUNTY: JWA/ Facilities
Address: 3160 Airway Ave
City: Costa Mesa, CA 92626
Attn: Sean Lally
Phone: (949) 252-6013
E-mail: slally@ocair.com

cc: JWA/Procurement
3160 Airway Avenue
Costa Mesa, CA 92626

Attn: Monica Rodriguez, DPA
Phone: 949-252-5240
E-mail: MMRRodriguez@ocair.com

6.15 Attorney's Fees

In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

6.16 Interpretation

6.16.1 Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract.

6.16.2 In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

6.16.3 Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both.

6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived.

6.16.5 The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

6.17 Headings

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

6.18 Acceptance

Unless otherwise agreed to in writing by County acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County.

6.19 Changes

A-E shall make no changes in the work or perform any additional work without the County's specific written approval.

6.20 Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the

express written consent of County. Any attempt by A-E to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

6.21 Changes in Ownership

A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Contract and to obtain the written approval of County of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of County. A-E agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

6.22 Force Majeure

A-E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A-E gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and A-E avails himself of any available remedies.

6.23 Calendar Days

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

6.24 Title to Data

6.24.1 All materials, documents, data or information obtained from the County data files or any County medium furnished to the A-E in the performance of this Contract, will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the A-E after completion or termination of this Contract without the express written consent of the County.

6.24.2 All materials, documents, data or information, including copies furnished by County and loaned to A-E for his temporary use, must be returned to the County at the end of this Contract unless otherwise specified by the Director.

6.25 Availability of Funds

The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the County to expend or as involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

A-E acknowledges that funding or portions of funding for this Contract may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this CONTRACT without penalty.

6.27 Contract Construction

The parties acknowledge that each party and its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Contract by County. Pursuant to Section 4.3 "Indemnification", A-E shall indemnify and hold harmless County for any and all claims for damages resulting from Contractor's violation of this Section.

6.29 Usage

No guarantee is given by the COUNTY to A-E regarding usage of this Contract. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

6.30 Cooperative Agreement

6.30.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

6.30.2 The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

6.31 Wage Rates

Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of

the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6.32 Apprenticeship Requirements

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

6.33 Registration of Contractor

All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

6.34 Payroll Records

6.34.1 Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

6.34.2 The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

6.34.3 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

6.34.4 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

6.34.5 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

6.34.6 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days

in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- 6.34.7** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

6.35 Work Hour Penalty

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

6.36 Apprentices

- 6.36.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

- 6.36.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

- 6.36.3** The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

6.37 Safety

CONTRACTOR shall comply with the COUNTY'S Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. CONTRACTOR shall submit other safety programs that pertain to the type of job that will be performed on site.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

BUTIER ENGINEERING, INC.
a California Corporation,

Date: 6/30/2021

By: [Signature]

Signature

Mahm. Butier, President/CFO
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 6/30/2021

By: Corinne Butier

Signature

Corinne Butier, Secretary
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

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

Date: _____

By: _____

Print

Name: _____

Title: Deputy Purchasing Agent

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____

Deputy

Print Name: _____

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

John Wayne Airport (JWA) on behalf of the County of Orange (County) requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer (A-E) Design, Project Administration and Management Services for various projects. A-E is defined as an Architect or Engineer for design and/or engineering of a project. To supplement existing resources, County intends to issue "On-Call Airport Facilities Support Services" for use by Orange County on an "as-needed" basis. No specified amount of work is guaranteed to A-E. However, the amount of negotiated contracted work that will be required on an "as-needed" basis shall not exceed \$929,600.00.

II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by Airport staff on an "as-needed" basis as projects arise to provide A-E for professional services. Requirements will be discussed by both Parties and A-E shall prepare a written *Scope Statement* that will include the specific work to be performed, including the costs and time required to complete the project/task. Orange County Project Management staff will then review the A-E's *Scope Statement*, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order (CTO) against this Contract.

The A-E firms will act as owner's representative and will be tasked to ensure that the Airport's Capital Improvement Program (CIP) projects being managed by OC Public Works (OCPW) and tenant-funded improvement (TI) projects are in compliance with JWA, Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) standards and guidelines, as well as safety of the public, including Airport employees, guests, and passengers. JWA is required to maintain FAA and TSA compliance at all times to ensure continuous operations of the airfield and terminal. Additionally, to maintain accountability and ensure that all work is executed and documented in a standardized manner, JWA will utilize the A-E firm to provide support in administering the Airport's document control and management software, Unifier.

III. CONTRACT TASK ORDER

A-E shall be assigned work via a task order by COUNTY which shall subsequently be referred to as the "Contract Task Order" (hereinafter "CTO"). A CTO for each project shall be developed by A-E in conjunction with Airport staff. The Airport staff shall manage all A-E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A-E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific *Scope Statement*, and the Architect-Engineer Guide (Rev July 2018).

The CTO shall include a detailed *Scope Statement*, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow enough time for meetings with County Management staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by Airport staff with the appropriate signature blocks and contract information. Once both Parties agree, and all Parties have signed the CTO, County Management staff shall provide A-E with a Notice to Proceed (NTP) to begin work. A-E shall submit all plans, reports and other documents produced under the CTO to the assigned Airport staff within the timeframe indicated in the CTO or as directed by Airport staff. CTO's issued during the term of the contract shall be completed upon reasonable estimate of time required for the project regardless of contract expiration.

IV. SCOPE OF WORK – AIRPORT FACILITIES SERVICES

A. A-E FACILITY SUPPORT SERVICES

1. GENERAL

The Airport Facilities Support Services Administrator (A-E) under the terms and conditions of this Agreement shall perform JWA project representative services described below, as they relate to the CIP managed by OCPW and TI projects.

JWA on behalf of the County of Orange (COUNTY) requires support services to meet workload demand for various projects. A-E is defined as the representative responsible for providing facilities support services for the Airport. COUNTY intends to issue “On-Call Airport Facilities Support Services” for use by JWA on an “as-needed” basis. No specified amount of work is guaranteed to A-E.

2. BASIC SERVICES AND RESPONSIBILITIES

2.1 Manner of Performance

A-E shall perform a broad range of advisory services, which shall include oversight of Airport’s CIP managed by OCPW and TI projects.

2.2 General Duties and Responsibilities

A-E shall perform the following:

2.2.1 Mobilization and Administration

- a. Mobilize and organize AE-E’s staff into JWA provided building space, and establish administrative functional areas and working space.
- b. Comply with all Policies & Procedures pertinent to JWA’s functions and practice standards, as well as applicable pertinent regulations, codes, manuals and controlling criteria.
- c. Prepare and submit safety plans.
- d. Maintain electronic project files on JWA’s Electronic Project Management and Document Control System, Oracle Primavera Unifier (Unifier) or other Airport designated system, and utilize this system for tracking and managing Projects.
- e. Ensure that all work is fully documented for future audits of Projects and archive all Project records.
- f. Maintain Project Filing System to complement the Electronic Document Control System at JWA. Such filing system shall contain originals or copies of all information, drawings, specifications, letters, calculations, other documents, contacts, meta-data files including CADD (Computer Aided Design and Drafting) and/or GIS (Geographical Information System) files, purchase orders, books, and other records connected with the Project and of this Agreement. Maintain the Project Filing System in a central repository at the Airport Site.
- g. Upon completion of individual Projects, assemble all records in a labeled and coded archiving system approved by the COUNTY.

2.2.2 Airport Facilities Support Services

- a. Provide regular monitoring of Projects and advise OCPW and JWA where necessary.

- b. Represent JWA in various projects and coordination meetings led by OCPW.
- c. Schedule, conduct and document meetings, and prepare and distribute meeting minutes within three (3) business days.
- d. Work in conjunction with OC Public Works' (OCPW) Project Managers, other A-E Consultants, Construction Managers, and Construction Contractors. Assist the COUNTY in enforcing the terms and conditions of contracts between the COUNTY and third parties related to Projects. Identify contract violations and recommended courses of action to the COUNTY to remediate contract violations.
- e. Attend monthly status review meetings and provide written and/or oral project status reports, emphasizing problems or potential problems, and make recommendations on a monthly basis, or more often at the discretion of the COUNTY.
- f. Coordinate facilities requirement to ensure utility systems are compatible with JWA requirements.
- g. Support the Projects to minimize the impact on Airport and airfield operations.
- h. Advise and assist the COUNTY in FAA matters related to Projects.

3. DUTIES AND RESPONSIBILITIES – GENERAL

A-E shall perform the duties outlines below within the policies and procedures of the COUNTY.

3.1 CONTRACT OVERSIGHT

- a. As an owner's representative, the A-E shall be responsible for overseeing that work is performed in accordance with the contract and project schedule; and further, the A-E shall be responsible for advising and reporting to the COUNTY to ensure all deviations, breaches, and variances from the contracts and contract schedules are recorded appropriately.
- b. In accordance with the foregoing duties and responsibilities, the A-E shall attend conferences and meetings and make site visits so as to observe the work of the contractors and the quality and progress of the contractor's work.
- c. The A-E shall oversee the coordination of the submittal and processing of design and bid documents through regulatory agencies and authorities, including the Airport Commission, Federal Aviation Administration under the Federal Department of Transportation, Department of Homeland Security, Orange County Public Works (OCPW), and Orange County Fire Authority (OCFA), and expedite the issuance of building permits.
- d. The A-E shall review the Contractors' amendment requests and change order requests that are brought forward by OCPW, and review for validity and cost reasonableness.
- e. The A-E shall oversee the management of the close-out of Contractors' agreements, including the commissioning, testing, and start-up of building systems, final inspections of completed work, assemblage of As-Build and Record Drawings, Operations & Maintenance Manuals, and warranties and guarantees.

4. DUTIES AND RESPONSIBILITIES – BY JOB CATEGORY

4.1 Project Administrator:

- Principal Project Administrator
- Project Administrator

- Senior Project Administrator

Project administrators in all classifications work under the general oversight and management of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager. Depending on his/her classification, professional and technical strength level of expertise, Project administrators are assigned to small, medium and/or large, complex non-capital, capital, and maintenance projects requiring a high level of coordination and logistical planning, and will act as lead representative for the Airport.

4.2 Project Specialist:

Duties and responsibilities within the Project Specialist job category include, but are not limited to: assist with all phases of a project including initiating, planning, executing, controlling and closing; assist and support organization and project team with scope, time, cost, finance, quality, procurement, and risk management activities; perform perform other administrative and facilities support services as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.3 Field Representative/Site Coordinator:

- Site Coordinator I/ Field Rep. I
- Site Coordinator II/Field Rep. II

Field Representatives/Site Coordinators work under the oversight and management of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager or other designated project team members, and they may be responsible for overseeing several disciplines. Duties and responsibilities within the Field Representative/Site Coordinator job category include, but are not limited to: Provide assistance to OCPW and contractors to access work areas on the airfield, terminal complex, etc.; act as liaison and facilitate communication between Airport staff and contractors; submit daily field reports on activities; escort contractors and/or other project subjects as assigned, and facilitate Airport and/or tenant work; provide observation and general inspection of construction activities for adherence to specifications and contract documents (not to be supplemented for JWA Inspections); provide oversight of field special testing and inspection in some instances depending on the Field Representative's/Site Coordinator's expertise; and other Field Representative/Site Coordinator - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.4 Safety Oversight:

- Safety Manager

Duties and responsibilities within the Safety Oversight job category include, but are not limited to: develop, implement, and maintain a comprehensive project safety program; provide onsite construction safety management by monitoring and auditing the job site and workforce for hazards and unsafe conditions; evaluate and approve contractor and subcontractor safety manager candidates and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations; accompany Federal inspectors during OSHA on-site inspections and interviews; consult with client management on walk-throughs, and develop and present solutions and recommendations for improving site working conditions; develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with the JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.5 Information Processing/Clerical:

- Information Processing Specialist

Duties and responsibilities within the Information Processing/Clerical job category include, but are not limited to: Prepare documents and reports by collecting, analyzing, and summarizing information; perform transcription and data entry services; establish, maintain, and perform office support services; establish and perform information processing services; organize information by studying, analyzing, interpreting, and classifying data; and other related duties and responsibilities as assigned by the position supervisor and the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

5. LIMITS OF AUTHORITY

A-E shall perform the duties outlined below including the policies and procedures stated within this contract and/or agreement. The following areas are NOT the responsibility of the A-E, unless approved and directed otherwise by the COUNTY or their designee:

- Authorize deviations from the approved Project Scope Statement and/or Change Orders.
- Conduct any testing or inspection required by regulatory agencies.
- Assume any responsibilities of the construction contractor.
- Practice objective selection of construction contractor's base on quality craftsmanship and performance for maintenance and repair projects.
- Expedite the job for the contractor with exception to provide all the information needed for contractor to proceed with the work.
- Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific techniques means or sequence is called for in the plans or specifications.
- Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of the COUNTY or their designee.
- Make any settlement agreements with the contractor without involvement and prior approval of the COUNTY or their designee for any construction disputes or claims.

6. WORK PRODUCT

All deliverables/work products prepared by the A-E pursuant to the CTOs, including but not limited to reports, working documents, original drawings, designs, specifications, exhibits, and notes, shall be the property of the COUNTY and shall be delivered to the COUNTY or their designee at its request any time during the term of the Contract.

7. LOCATION OF SERVICES

All services provided by the A-E will be performed at a location to be determined by COUNTY or their designee. When available, COUNTY or their designee will provide office space, a computer and services to carry out A-E required services. A-E will provide for their own transportation with associated costs, any field computers, cellular phones, and/or any other equipment as desired and needed to perform the work; these and all other additional costs shall be considered included in the overhead component of the A-E'S hourly rates, unless specifically agreed to in writing on the applicable CTO.

8. PROGRESS REPORT AND SCHEDULE

A-E shall submit a progress report and schedule update for each CTO on a weekly basis or frequency as required by COUNTY or their designee. A weekly project progress meeting may be required and will not be a substitute for the progress report and written schedule update.

Compliance with Employment Laws: A-E shall be solely responsible for complying with all laws pertaining to the employment of all of A-E's personnel, including but not limited to, compliance with all applicable laws and regulations concerning workers' compensation, social security, minimum wage, unemployment insurance, hours of labor, services, working conditions, equality in employment, and like subjects affecting employers engaged in public projects.

9. TIME OF COMPLETION

Complete projects within agreed schedule by written approval from the JWA PROJECT CONTACT or designee.

10. MINIMUM QUALIFICATIONS

- a. Prior qualifying experience of not less than three, and not more than five, projects for airports and/or essential facilities. Provide a client point-of-contact for each project, including an email address and valid telephone number for reference checking purposes.
- b. Familiar with the special requirements of the Department of Homeland Security (DHS), the Federal Aviation Administration (FAA) and airport facilities comparable to JWA.
- c. Respond on short notice if a project is critical to the operation of the airport and design may need to be completed within a short time frame.
- d. Provide 24x7 support with a 2-hour response time from staff assigned to projects.
- e. Experience with Unifier.

11. ADDITIONAL SCOPE REQUIREMENTS

1.1 General Conditions

- a. Cooperation – A-E personnel shall be well disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County Project Manager unless otherwise directed and shall direct all inquiries or requests to County Project Manager. Exception: the specific request involves public safety or security of the specific facility.
- b. Inspection – All work shall be subject to the inspection and approval of County Project Manager, or designee, prior to acceptance and approval for payment.
- c. Damages – A-E shall repair, replace, or have the cost of repair or replacement deducted from its payments, at the discretion of County Project Manager, all damage sustained to County equipment or facilities as a result of A-E'S operations.
- d. License/Permits – A-E shall furnish all pertinent licenses, and permits, and/or pay fees necessary to perform the work under this contract.

1.2 Security Requirements

A-E shall:

- a. Comply with the written schedule provided by County which shall clearly show the specific start and end times for each work day.
- b. Report to Airport staff upon arrival at job site. Airport Staff shall ensure that the work area is clear and ready for work to begin.
- c. Follow any special security requirements issued by Airport Staff or designee.
- d. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949)852-4004.
- e. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
- f. Restrict all activities to the immediate work site and adjacent assigned areas.
- g. Ensure that all vehicles on site shall be locked and thoroughly secured at all times.
- h. Ensure that all tools and materials shall remain in A-E'S possession at all times and shall never be left unattended.
- i. Report immediately all lost or misplaced tools or materials to security staff, County contract coordinator and or designee.
- j. Secure all work areas prior to the end of each workday.
- k. Ensure personnel shall not smoke or use profanity or other inappropriate language while on site.
- l. Ensure personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
- m. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

12. ADDITIONAL SCOPE REQUIREMENTS

A-E, A-E's employees and A-E'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 A-E 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 \$31.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. A-E'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). AE 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. A-E's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
- b. **Driving Endorsement:** In addition to obtaining a JWA access control badge, A-E'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 A-E, 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 A-E 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. JWA security badge is nontransferable.
- iii. In the event that an A-E's badge is not returned to JWA upon termination of A-E personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to A-E. A-E's final payment may be held by County or a deduction from A-E's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
- iv. A-E shall submit the names, addresses, and driver's license numbers for all A-E 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 A-E personnel and/or prior to the start of any work.
- v. No worker shall be used in performance of this work that has not passed the background check

**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a **time and materials** usage Contract between County and A-E for Airport Facilities Support Services as set forth in Attachment A, "Scope of Work".

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the County Contract Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Classification Rates:

BUTLER ENGINEERING, INC.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal Project Administrator	\$187.00
Senior Project Administrator	\$168.00
Project Administrator	\$148.00
Senior Construction Administrator	\$170.00
Construction Administrator	\$146.00
Senior Contract Administrator	\$146.00
Contract Administrator	\$131.00
Site Coordinator II/Field Rep. II	\$138.00
Site Coordinator I/Field Rep. I	\$126.00
OP Unifier Architect	\$180.00
OP Unifier Administrator	\$120.00
OP Unifier Specialist	\$129.00
Senior Cost Administrator	\$175.00
Cost Analyst	\$144.00
Senior Construction Estimator	\$175.00
Construction Estimator	\$140.00

Senior Construction Scheduler	\$185.00
Construction Scheduler	\$170.00
Senior Design Engineer II (CA PE)	\$175.00
Design Engineer	\$139.00
Design QA/QC Manager (CA PE)	\$175.00
Design QA/QC Specialist	\$139.00
Resident Engineer (CA PE)	\$168.00
Field Engineer	\$140.00
Project Specialist	\$165.00
Safety Manager	\$148.00
Technical Writer - Engineering	\$134.00
Information Processing Specialist	\$75.00

*County will not pay A-E more than the listed amount for Sub-Contractor work, regardless of any agreement between the A-E and their Sub-Contractor. Sub-Contractor rates are listed for convenience only.

*Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the post construction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

B. Total Contract Amount Shall Not Exceed: \$929,600.00

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. A-E’S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by 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 the County Project Manager.

- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract 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 County location, as well as mileage within County property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the County for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the Contract requirements.

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

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. CONTRACT number
- F. Service Date
- G. Description of Services
- H. Total

I. Taxpayer ID number

Services under this Agreement shall be billed every month on a time and materials basis using JWA's "Request for Payment" form provided by JWA and/or other electronic format of "Request for Payment" approved and made available by JWA, via Unifier. Approved and authorized reimbursable expenses shall be included in the Request for Payment. A-E will not be entitled to any mark-up on reimbursable expenses. A-E will not be entitled to reimbursement for any expense incurred in performance of this Agreement or in connection with the Scope of Services that is not specified above in this section.

Each Request for Payment shall be accompanied by:

- 1) Scope of Services Status Report for the services being invoiced in part or in whole.
- 2) Up-to-date running account of hours and costs for all projects.
- 3) List of employees who worked on the Scope of Services during the month covered by the Request For Payment, including their names, job titles, hourly rates, and assignments.

Request for payment should be submitted to JWA no later than 15 days following the period in which the services were performed. Request for Payment must be approved by County Auditor before payment may be made.

Invoices and support documentation are to be forwarded to:

TBA – Per Task Order

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

Or

Emailed to AccountsPayable@ocair.com

A-E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
STAFFING PLAN1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Mark Butler	Senior Project Administrator	34	34	Class A-General Engineering Contractor License #716863
Casey Harris	Senior Project Administrator Sr. Construction Scheduler	43	40	
Vladimir Burce	Project Administrator	25	6	Professional Engineer, CA #59405
Kyle Morgheim	Project Administrator	18	8	Professional Engineer, CA #59405
William Baker	Project Specialist	29	6	NACE Certified Coating Inspector Levels 1, 2 and 3 #59122; AWS CWI #07060921; ICC #0862502 – Building Inspector B5, Reinforced Structural Concrete-49, Structural Masonry-84, Structural Steel and Welding-85, and Spray-Applied Fireproofing-86; ACI Concrete Field Testing Technician Grade I #0021023; PCI Post-Tension Special Inspector Grade I & II No. 13524
Paul McDonnell	Sr. Construction Administrator	21	8	
Mark Lewotsky	Construction Administrator	29	15	AWS CWI #08120371 OSHA 30-Hour SCBA
Joseph Blum	Construction Administrator	37	14	Engineer-In-Training, CA #54215
Dustin Morton	Contract Administrator Field Engineer	10	8	AWS CWI #15071791; ACI Concrete Field Technician, Grade I #1257372; ICC #8178584 Reinforced Concrete; Structural

				Steel & Bolting and Structural Welding
Bryan Wilson	Contract Administrator Field Engineer	20	6	
Marty Merck	Site Coordinator/Field Rep II	30	1	
Robert Buford	Site Coordinator/Field Rep II	35	1	AWS CWI #12040221; ACI Field Testing Technician Grade I Certification #1033277; ICC #5234382 Master of Special Inspection, Structural Welding S2, Structural Steel and Bolting S1, Reinforced Concrete 49, Structural Masonry 84, Pre-Stressed Concrete 92, Spray applied Fire Proofing, California Commercial Building Electrical, Mechanical & Plumbing
McDonald Parker	Site Coordinator/Field Rep II	40	1.5	DSA Certified Access Specialist CASp-466; ICC #1079114; CA Commercial and Residential Building, Mechanical, Electrical, and Plumbing; OSHA 30-Hour Certification
Joseph Hawes	Site Coordinator/Field Rep II	23	7	AWS CWI #14081051; ACI Concrete Field Testing Technician Grade 1 #01001524; ICC #5223769 Prestressed Concrete 92; Spray Applied Fireproofing 86; Structural Steel and Bolting S1; Structural Welding S2; Reinforced Concrete 49; Master of Special Inspection MI; and Structural Masonry 84; Solis EC; NACE CIP Level 1 Cathodic Protection Tester, and CIP Level 2 Coating Inspector #661532;

				NICET Construction Materials Testing #134578 Concrete Level II, Asphalt Level III, and Solis-Level III
Stéphane Alcè	OP Unifier Administrator Architect Specialist	9	0	Primavera Unifier Cloud Service 2016 Certified Implementation Specialist
Mark Williams	Sr. Construction Estimator	25	8	
Kenji Shintaku	Sr. Construction Scheduler	30	2	Professional Engineer, CA #58648 Class A Contractor, CA #784704
Andrea Weeks	Safety Manager	13	5	OSHA 500 Outreach Trainer 40-Hour HAZWOPER #467459220; 30-Hour OSHA Certification DOT HazMat EE Training (HM-126f); Environmental Lab Technician (Certification of Completion); Hazardous Materials Management Technician (Certification of Completion); CPR/AED/First Aid Trained
Katie Squires	Information Processing Specialist	16	5	

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the County. Substitution or addition of A-E's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. ***Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County department.***

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. ***Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County Department.*** County reserves the right to have any A-E personnel removed from providing services to County under this CONTRACT. County is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A-E to perform services specified in Attachment A. Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
<i>Not applicable at this time.</i>		

CONTRACT

THIS CONTRACT, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-280-21011508, and dated _____ day of _____, 20_____ is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”

AND

Arcadis U.S. Inc., a Colorado Corporation, hereinafter referred to as “A-E”

which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services (“PROJECTS/SERVICES”) as described in MA-280-21011508 Scope of Work for On-Call Airport Facilities Support Services, hereinafter referred to as “Attachment A,” attached hereto and incorporated herein by reference; and

WHEREAS, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. GENERAL

1.1. Retainer

1.1.1. County does hereby retain A-E to perform the Projects/Services as required by this Contract.

1.1.2. A-E has offered, and County has accepted, the professional services of Alfed Farag and A-E shall assign him/her to the Projects/Services.

1.1.3. A-E may employ special consultants/contractors for the accomplishment of the Projects/Services specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these Projects/Services.

1.1.4. Consultants/contractors may be substituted and/or added by mutual Contract of A-E and the Director, County of Orange, John Wayne Airport or his designee, hereinafter referred to as “Director”.

1.1.5. A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this Contract. However, all consultants/contractors independently contracting with County shall be independently liable to County for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with County.

1.2. Projects/Services

1.2.1. Description of Projects/Services

- a. Project/Services to be performed by A-E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this Contract, the wording as set forth in Attachment A shall prevail.
- b. A-E shall be responsible for submitting all Projects/Services to County in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any Projects/Services not meeting this requirement will be returned to A-E prior to review by County.

1.2.2. Design Criteria and Standards

All Projects/Services shall be performed in accordance with instructions, criteria and standards set forth by the Director.

1.2.3. Scheduling

- a) Concurrently with the work of the Contract, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from County, A-E shall submit to County two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of Projects/Services assignments. A-E schedule shall include required County review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b) A-E shall allow at least five (5) working days for County review of progress work schedule. In planning work A-E should anticipate and allow ten (10) working days for County review of each submittal required in Attachment A.
- c) A-E shall meet on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e) A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

1.3. Assistance by County Staff

1.3.1. County shall assign an appropriate staff member to work with A-E in connection with the work of this Contract. Said staff member's duties will consist of the giving of advice and consultations, assisting A-E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A-E or County's staff warrant attention, and all other duties as may be described in Attachment A.

1.3.2. All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4. Term and Maximum Compensation

The term of this Contract is for one (1) year, commencing September 1, 2021 through August 31, 2022, with the option to renew for two (2) additional one (1) year terms, with a maximum allowable compensation of two hundred sixteen thousand dollars (\$216,000.00); except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

1.5.1. For the Projects/Services authorized under this Contract, A-E shall be compensated in accordance with the following:

1.5.2. For completion and approval of all Projects/Services where "Extra Work" (defined as changes in approved portions of the Project/Services required by and ordered in writing by Director which changes constitute a change in or departure from said approved portions of Projects/Services) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

1.5.3. Where extra work is authorized for Projects/Services:

- a) The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by Director. If this Contract is not approved by the Board of Supervisors, any change that increases the cumulative Contract price beyond \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, whichever is less.
- b) A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.

1.5.4. For partial completion of work of Projects/Services followed by default on part of A-E:

- a) For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b) For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of Projects/Services by others, be entitled to receive compensation based on approved work of Projects/Services not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by County of the non-approved work; provided, however, that if the cost to County to complete the contract exceeds the amount specified herein, A-E shall be liable to County for such excess costs attributable to A-E's breach of the Contract.

2. LABOR

2.1 Non-Employment of County Personnel

2.1.1 A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of County in professional classifications of the same skills required for the performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

2.1.2 Nothing in this Contract shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Contract. Anything in the Contract which may appear to give County the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

2.2 Non-Discrimination

2.2.1 In the performance of this Contract, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2.2.2 A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.

2.3 Employee Eligibility Verification

A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A-E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

2.4 Independent Contractor

2.4.1 As referenced in Section 2.1.2 of this Contract, A-E shall be considered an independent contractor.

2.4.2 Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through County.

2.5 Conflict of Interest Contractor Personnel

2.5.1 The A-E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the A-E; the A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and Projects/Services hereunder.

- 2.5.2** A-E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

2.6 Labor Code Notice

All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this CONTRACT qualifies as "public works".

3. INSURANCE

3.1 Insurance Requirements and Endorsements

- 3.1.1** Prior to the provision of services under this Contract, the A-E agrees to purchase all required insurance at A-E's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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 subcontractors 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.
- 3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this Contract 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 subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this Contract for inspection by County representative(s) at any reasonable time.
- 3.1.3** 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 Contract, agrees to all of the following:
1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this Contract, 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.

3.1.4 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.

A. Qualified Insurer

1. 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.

2. 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 converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence or \$10,000,000 if Commercial Ramp access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

B. Required Coverage Forms

1. 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.
2. 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.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the **County of Orange, Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage,

which will state **AS REQUIRED BY WRITTEN AGREEMENT**.

- b. 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.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange, Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
3. All insurance policies required by this Contract 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.
4. 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.
5. 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.
6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
8. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
9. 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.
10. 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.
11. The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. INDEMNITY/COMPLIANCE

1.1 Indemnification

1.1.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County Flood Control District and their agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

1.1.2 All Projects/Services submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary, and A-E shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving A-E's Projects/Services, the Projects/Services will be returned to A-E for correction. Should COUNTY or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's Projects/Services shall not be used as a defense by A-E.

1.1.3 A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County, Orange County Flood Control District and their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and County by a court of competent jurisdiction because of the concurrent active negligence of A-E and County or County Indemnitees, A-E and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this Contract.

1.2 Bills and Liens

A-E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A-E shall not permit any lien or charge to attach to the work or the premises, **but if any does so attach, A-E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.**

1.3 Compliance with Laws

1.3.1 A-E represents and agrees that services to be provided under this Contract shall fully comply, at A-E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Projects/Services at the time Projects/Services are provided to and accepted by County.

1.3.2 A-E acknowledges that County is relying on A-E for such compliance, and pursuant to the requirements of the indemnification paragraph above, A-E agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

5. TERMINATION

5.1 Termination of Contract for Cause

- 5.1.1** If A-E breaches any of the covenants or conditions of this Contract, County shall have the right to terminate this Contract upon ten (10) days written notice prior to the effective day of termination.
- 5.1.2** A-E shall have the opportunity to cure the alleged breach prior to termination.
- 5.1.3** In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this Contract, which work has been reduced to plans or other documents, shall be made available to County.

5.2 Termination for Convenience

- 5.2.1** Notwithstanding any other provision of the Contract, County may at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) calendar days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.
- 5.2.2** A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County.
- 5.2.3** County shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this Contract.
- 5.2.4** Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.
- 5.2.5** A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

5.3 Breach of Contract

The failure of the A-E to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, the County may:

- a) afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- b) discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c) offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the County.

5.4 Default

- 5.4.1** In the event any equipment or service furnished by the A-E in the performance of this Contract should fail to conform to the specifications therein within one (1) calendar year from the County's acceptance of the equipment or service, or any performance period specifically specified within the specifications or Contract, whichever is greater, the County may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this Contract and the actual cost to the County.
- 5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.
- 5.4.3** In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the A-E, any loss or damage sustained by the County in procuring any equipment or service which the A-E agreed to supply under this Contract shall be borne and paid for by the A-E.
- 5.4.4** Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the Projects/Services as agreed to herein, or otherwise substantially violating any provision of this Contract.
- 5.4.5** **Orderly Termination:** Upon termination of this Contract for any reason, each Party shall assist the other PARTY in transferring all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party, including all data and any unfinished, preliminary or draft documents. Each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract.
- 5.4.6** The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

A-E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the Projects/Services.

6.2 Award of Construction Contract and Other Future Contracts

A-E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and County policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A-E performed architectural-engineering services under this A-E Contract. A-E is hereby informed that these statutes and regulations could also prohibit the award to A-E of design or other contracts on

future phases related to tasks performed by A-E under this Contract. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this Contract.

6.3 Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

6.4 Successors and Assigns

The terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6.5 Entirety

This Contract contains the entire agreement between the parties with respect to the matters provided for herein.

6.6 Severability

If any part of this Contract is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall be given effect to the fullest extent reasonably possible.

6.7 Binding Obligation

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

6.8 Governing Law and Venue

6.8.1 This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

6.8.2 The Parties specifically agree that by soliciting and entering into and performing Projects/Services under this Contract, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all Projects/Services under this Contract is completed, and continuing until the expiration of any applicable limitations period.

6.9 Intentionally Omitted

6.10 Ownership of Documents

6.10.1 All data, including but not limited to letters, reports, files, plans, drawings, specifications, SOQs, sketches, diagrams and calculations, prepared by A-E and/or anyone acting under the

supervision of A-E pursuant to this Contract, shall become the property of County upon preparation by A-E and may be used by the County as it may require without additional cost to the County.

6.10.2 A-E, at County's direction and upon County's request, shall transmit and convey to County all such data described in Section 6.10.1 above, in native format and regardless of whether such data constitutes a draft, preliminary, or final document within three (3) business days. Failure by A-E to promptly comply with such direction and request by County shall constitute a material breach of A-E's responsibilities under this Contract

6.10.3 County shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A-E shall be held harmless for release of such data as may be prepared or created under this Contract to any third party. If A-E and/or anyone acting under the supervision of A-E should later desire to use any of the data prepared in connection with this Contract, A-E shall first obtain the written approval of County.

6.11 Confidentiality

6.11.1 All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this Contract shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of County, be used for any purposes other than the performance of the Projects/Services described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the Projects/Services.

6.11.2 Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential.

6.11.3 A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.

6.12 Publication

6.12.1 No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

6.12.2 The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. A-E must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. A-E's are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.

6.13 Records and Audit/Inspections

6.13.1 A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-

E in the performance of this Contract.

- 6.13.2** Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contract.
- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.
- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.
- 6.14 Notices**
- 6.14.1** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.
- 6.14.2** Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.
- 6.14.3** All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: Arcadis U.S. Inc.
 320 Commerce, Suite 200
 Irvine, CA 92602
 Attn: Nabil Fraywat
 Phone: (714) 720-5095
 E-mail: nabil.fraywat@arcadis.com

For COUNTY: JWA/ Facilities
 Address: 3160 Airway Ave
 City: Costa Mesa, CA 92626
 Attn: Sean Lally
 Phone: (949) 252-6013
 E-mail: slally@ocair.com

cc: JWA/Procurement
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Attn: Monica Rodriguez, DPA
 Phone: 949-252-5240
 E-mail: MMRodriguez@ocair.com

6.15 Attorney's Fees

In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

6.16 Interpretation

6.16.1 Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract.

6.16.2 In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

6.16.3 Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both.

6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived.

6.16.5 The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

6.17 Headings

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

6.18 Acceptance

Unless otherwise agreed to in writing by County acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County.

6.19 Changes

A-E shall make no changes in the work or perform any additional work without the County's specific written approval.

6.20 Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of County. Any attempt by A-E to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

6.21 Changes in Ownership

A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Contract and to obtain the written approval of County of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of County. A-E agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

6.22 Force Majeure

A-E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A-E gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and A-E avails himself of any available remedies.

6.23 Calendar Days

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

6.24 Title to Data

6.24.1 All materials, documents, data or information obtained from the County data files or any County medium furnished to the A-E in the performance of this Contract, will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the A-E after completion or termination of this Contract without the express written consent of the County.

6.24.2 All materials, documents, data or information, including copies furnished by County and loaned to A-E for his temporary use, must be returned to the County at the end of this Contract unless otherwise specified by the Director.

6.25 Availability of Funds

The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the County to expend or as involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

A-E acknowledges that funding or portions of funding for this Contract may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this CONTRACT without penalty.

6.27 Contract Construction

The parties acknowledge that each party and its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Contract by County. Pursuant to Section 4.3 "Indemnification", A-E shall indemnify and hold harmless County for any and all claims for damages resulting from Contractor's violation of this Section.

6.29 Usage

No guarantee is given by the COUNTY to A-E regarding usage of this Contract. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

6.30 Cooperative Agreement

6.30.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

6.30.2 The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

6.31 Wage Rates

Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of

the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6.32 Apprenticeship Requirements

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

6.33 Registration of Contractor

All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

6.34 Payroll Records

6.34.1 Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

6.34.2 The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

6.34.3 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

6.34.4 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

6.34.5 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

6.34.6 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days

in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- 6.34.7** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

6.35 Work Hour Penalty

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

6.36 Apprentices

- 6.36.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

- 6.36.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

6.36.3 The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

6.37 Safety

CONTRACTOR shall comply with the COUNTY'S Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. CONTRACTOR shall submit other safety programs that pertain to the type of job that will be performed on site.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

ARCADIS U.S. INC
a Colorado Corporation,

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

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

Date: _____

By: _____

Print
Name: _____

Title: Deputy Purchasing Agent

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____

Deputy

Print Name: _____

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

John Wayne Airport (JWA) on behalf of the County of Orange (County) requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer (A-E) Design, Project Administration and Management Services for various projects. A-E is defined as an Architect or Engineer for design and/or engineering of a project. To supplement existing resources, County intends to issue "On-Call Airport Facilities Support Services" for use by Orange County on an "as-needed" basis. No specified amount of work is guaranteed to A-E. However, the amount of negotiated contracted work that will be required on an "as-needed" basis shall not exceed \$216,000.00.

II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by Airport staff on an "as-needed" basis as projects arise to provide A-E for professional services. Requirements will be discussed by both Parties and A-E shall prepare a written *Scope Statement* that will include the specific work to be performed, including the costs and time required to complete the project/task. Orange County Project Management staff will then review the A-E's *Scope Statement*, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order (CTO) against this Contract.

The A-E firms will act as owner's representative and will be tasked to ensure that the Airport's Capital Improvement Program (CIP) projects being managed by OC Public Works (OCPW) and tenant-funded improvement (TI) projects are in compliance with JWA, Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) standards and guidelines, as well as safety of the public, including Airport employees, guests, and passengers. JWA is required to maintain FAA and TSA compliance at all times to ensure continuous operations of the airfield and terminal. Additionally, to maintain accountability and ensure that all work is executed and documented in a standardized manner, JWA will utilize the A-E firm to provide support in administering the Airport's document control and management software, Unifier.

III. CONTRACT TASK ORDER

A-E shall be assigned work via a task order by COUNTY which shall subsequently be referred to as the "Contract Task Order" (hereinafter "CTO"). A CTO for each project shall be developed by A-E in conjunction with Airport staff. The Airport staff shall manage all A-E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A-E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific *Scope Statement*, and the Architect-Engineer Guide (Rev July 2018).

The CTO shall include a detailed *Scope Statement*, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow enough time for meetings with County Management staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by Airport staff with the appropriate signature blocks and contract information. Once both Parties agree, and all Parties have signed the CTO, County Management staff shall provide A-E with a Notice to Proceed (NTP) to begin work. A-E shall submit all plans, reports and other documents produced under the CTO to the assigned Airport staff within the timeframe indicated in the CTO or as directed by Airport staff. CTO's issued

during the term of the contract shall be completed upon reasonable estimate of time required for the project regardless of contract expiration.

IV. SCOPE OF WORK – AIRPORT FACILITIES SERVICES

A. A-E FACILITY SUPPORT SERVICES

1. GENERAL

The Airport Facilities Support Services Administrator (A-E) under the terms and conditions of this Agreement shall perform JWA project representative services described below, as they relate to the CIP managed by OCPW and TI projects.

JWA on behalf of the County of Orange (COUNTY) requires support services to meet workload demand for various projects. A-E is defined as the representative responsible for providing facilities support services for the Airport. COUNTY intends to issue “On-Call Airport Facilities Support Services” for use by JWA on an “as-needed” basis. No specified amount of work is guaranteed to A-E.

2. BASIC SERVICES AND RESPONSIBILITIES

2.1 Manner of Performance

A-E shall perform a broad range of advisory services, which shall include oversight of Airport’s CIP managed by OCPW and TI projects.

2.2 General Duties and Responsibilities

A-E shall perform the following:

2.2.1 Mobilization and Administration

- a. Mobilize and organize AE-E’s staff into JWA provided building space, and establish administrative functional areas and working space.
- b. Comply with all Policies & Procedures pertinent to JWA’s functions and practice standards, as well as applicable pertinent regulations, codes, manuals and controlling criteria.
- c. Prepare and submit safety plans.
- d. Maintain electronic project files on JWA’s Electronic Project Management and Document Control System, Oracle Primavera Unifier (Unifier) or other Airport designated system, and utilize this system for tracking and managing Projects.
- e. Ensure that all work is fully documented for future audits of Projects and archive all Project records.
- f. Maintain Project Filing System to complement the Electronic Document Control System at JWA. Such filing system shall contain originals or copies of all information, drawings, specifications, letters, calculations, other documents, contacts, meta-data files including CADD (Computer Aided Design and Drafting) and/or GIS (Geographical Information System) files, purchase orders, books, and other records connected with the Project and of this Agreement. Maintain the Project Filing System in a central repository at the Airport Site.
- g. Upon completion of individual Projects, assemble all records in a labeled and coded archiving system approved by the COUNTY.

2.2.2 Airport Facilities Support Services

- a. Provide regular monitoring of Projects and advise OCPW and JWA where necessary.
- b. Represent JWA in various projects and coordination meetings led by OCPW.
- c. Schedule, conduct and document meetings, and prepare and distribute meeting minutes within three (3) business days.
- d. Work in conjunction with OC Public Works' (OCPW) Project Managers, other A-E Consultants, Construction Managers, and Construction Contractors. Assist the COUNTY in enforcing the terms and conditions of contracts between the COUNTY and third parties related to Projects. Identify contract violations and recommended courses of action to the COUNTY to remediate contract violations.
- e. Attend monthly status review meetings and provide written and/or oral project status reports, emphasizing problems or potential problems, and make recommendations on a monthly basis, or more often at the discretion of the COUNTY.
- f. Coordinate facilities requirement to ensure utility systems are compatible with JWA requirements.
- g. Support the Projects to minimize the impact on Airport and airfield operations.
- h. Advise and assist the COUNTY in FAA matters related to Projects.

3. DUTIES AND RESPONSIBILITIES – GENERAL

A-E shall perform the duties outlines below within the policies and procedures of the COUNTY.

3.1 CONTRACT OVERSIGHT

- a. As an owner's representative, the A-E shall be responsible for overseeing that work is performed in accordance with the contract and project schedule; and further, the A-E shall be responsible for advising and reporting to the COUNTY to ensure all deviations, breaches, and variances from the contracts and contract schedules are recorded appropriately.
- b. In accordance with the foregoing duties and responsibilities, the A-E shall attend conferences and meetings and make site visits so as to observe the work of the contractors and the quality and progress of the contractor's work.
- c. The A-E shall oversee the coordination of the submittal and processing of design and bid documents through regulatory agencies and authorities, including the Airport Commission, Federal Aviation Administration under the Federal Department of Transportation, Department of Homeland Security, Orange County Public Works (OCPW), and Orange County Fire Authority (OCFA), and expedite the issuance of building permits.
- d. The A-E shall review the Contractors' amendment requests and change order requests that are brought forward by OCPW, and review for validity and cost reasonableness.
- e. The A-E shall oversee the management of the close-out of Contractors' agreements, including the commissioning, testing, and start-up of building systems, final inspections of completed work, assemblage of As-Build and Record Drawings, Operations & Maintenance Manuals, and warranties and guarantees.

4. DUTIES AND RESPONSIBILITIES – BY JOB CATEGORY

4.1 Project Administrator:

- Principal Project Administrator

- Project Administrator
- Senior Project Administrator

Project administrators in all classifications work under the general oversight and management of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager. Depending on his/her classification, professional and technical strength level of expertise, Project administrators are assigned to small, medium and/or large, complex non-capital, capital, and maintenance projects requiring a high level of coordination and logistical planning, and will act as lead representative for the Airport.

4.2 Project Specialist:

Duties and responsibilities within the Project Specialist job category include, but are not limited to: assist with all phases of a project including initiating, planning, executing, controlling and closing; assist and support organization and project team with scope, time, cost, finance, quality, procurement, and risk management activities; perform perform other administrative and facilities support services as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.3 Field Representative/Site Coordinator:

- Site Coordinator I/ Field Rep. I
- Site Coordinator II/Field Rep. II

Field Representatives/Site Coordinators work under the oversight and management of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager or other designated project team members, and they may be responsible for overseeing several disciplines. Duties and responsibilities within the Field Representative/Site Coordinator job category include, but are not limited to: Provide assistance to OCPW and contractors to access work areas on the airfield, terminal complex, etc.; act as liaison and facilitate communication between Airport staff and contractors; submit daily field reports on activities; escort contractors and/or other project subjects as assigned, and facilitate Airport and/or tenant work; provide observation and general inspection of construction activities for adherence to specifications and contract documents (not to be supplemented for JWA Inspections); provide oversight of field special testing and inspection in some instances depending on the Field Representative's/Site Coordinator's expertise; and other Field Representative/Site Coordinator - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.4 Safety Oversight:

- Safety Manager

Duties and responsibilities within the Safety Oversight job category include, but are not limited to: develop, implement, and maintain a comprehensive project safety program; provide onsite construction safety management by monitoring and auditing the job site and workforce for hazards and unsafe conditions; evaluate and approve contractor and subcontractor safety manager candidates and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations; accompany Federal inspectors during OSHA on-site inspections and interviews; consult with client management on walk-throughs, and develop and present solutions and recommendations for improving site working conditions; develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with the JWA Safety and Loss

Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.5 Information Processing/Clerical:

- Information Processing Specialist

Duties and responsibilities within the Information Processing/Clerical job category include, but are not limited to: Prepare documents and reports by collecting, analyzing, and summarizing information; perform transcription and data entry services; establish, maintain, and perform office support services; establish and perform information processing services; organize information by studying, analyzing, interpreting, and classifying data; and other related duties and responsibilities as assigned by the position supervisor and the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

5. LIMITS OF AUTHORITY

A-E shall perform the duties outlined below including the policies and procedures stated within this contract and/or agreement. The following areas are NOT the responsibility of the A-E, unless approved and directed otherwise by the COUNTY or their designee:

- a. Authorize deviations from the approved Project Scope Statement and/or Change Orders.
- b. Conduct any testing or inspection required by regulatory agencies.
- c. Assume any responsibilities of the construction contractor.
- d. Practice objective selection of construction contractor's base on quality craftsmanship and performance for maintenance and repair projects.
- e. Expedite the job for the contractor with exception to provide all the information needed for contractor to proceed with the work.
- f. Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific techniques means or sequence is called for in the plans or specifications.
- g. Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of the COUNTY or their designee.
- h. Make any settlement agreements with the contractor without involvement and prior approval of the COUNTY or their designee for any construction disputes or claims.

6. WORK PRODUCT

All deliverables/work products prepared by the A-E pursuant to the CTOs, including but not limited to reports, working documents, original drawings, designs, specifications, exhibits, and notes, shall be the property of the COUNTY and shall be delivered to the COUNTY or their designee at its request any time during the term of the Contract.

7. LOCATION OF SERVICES

All services provided by the A-E will be performed at a location to be determined by COUNTY or their designee. When available, COUNTY or their designee will provide office space, a computer and services to carry out A-E required services. A-E will provide for their own transportation with associated costs, any field computers, cellular phones, and/or any other equipment as desired and needed to perform the work; these and all other additional

costs shall be considered included in the overhead component of the A-E'S hourly rates, unless specifically agreed to in writing on the applicable CTO.

8. PROGRESS REPORT AND SCHEDULE

A-E shall submit a progress report and schedule update for each CTO on a weekly basis or frequency as required by COUNTY or their designee . A weekly project progress meeting may be required and will not be a substitute for the progress report and written schedule update.

Compliance with Employment Laws: A-E shall be solely responsible for complying with all laws pertaining to the employment of all of A-E's personnel, including but not limited to, compliance with all applicable laws and regulations concerning workers' compensation, social security, minimum wage, unemployment insurance, hours of labor, services, working conditions, equality in employment, and like subjects affecting employers engaged in public projects.

9. TIME OF COMPLETION

Complete projects within agreed schedule by written approval from the JWA PROJECT CONTACT or designee.

10. MINIMUM QUALIFICATIONS

- a. Prior qualifying experience of not less than three, and not more than five, projects for airports and/or essential facilities. Provide a client point-of-contact for each project, including an email address and valid telephone number for reference checking purposes.
- b. Familiar with the special requirements of the Department of Homeland Security (DHS), the Federal Aviation Administration (FAA) and airport facilities comparable to JWA.
- c. Respond on short notice if a project is critical to the operation of the airport and design may need to be completed within a short time frame.
- d. Provide 24x7 support with a 2-hour response time from staff assigned to projects.
- e. Experience with Unifier.

11. ADDITIONAL SCOPE REQUIREMENTS

1.1 General Conditions

- a. Cooperation – A-E personnel shall be well disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County Project Manager unless otherwise directed and shall direct all inquiries or requests to County Project Manager. Exception: the specific request involves public safety or security of the specific facility.
- b. Inspection – All work shall be subject to the inspection and approval of County Project Manager, or designee, prior to acceptance and approval for payment.
- c. Damages – A-E shall repair, replace, or have the cost or repair or replacement deducted from its payments, at the discretion of County Project Manager, all damage sustained to County equipment or facilities as a result of A-E'S operations.
- d. License/Permits – A-E shall furnish all pertinent licenses, and permits, and/or pay fees necessary to perform the work under this contract.

1.2 Security Requirements

A-E shall:

- a. Comply with the written schedule provided by County which shall clearly show the specific start and end times for each work day.
- b. Report to Airport staff upon arrival at job site. Airport Staff shall ensure that the work area is clear and ready for work to begin.
- c. Follow any special security requirements issued by Airport Staff or designee.
- d. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949)852-4004.
- e. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
- f. Restrict all activities to the immediate work site and adjacent assigned areas.
- g. Ensure that all vehicles on site shall be locked and thoroughly secured at all times.
- h. Ensure that all tools and materials shall remain in A-E'S possession at all times and shall never be left unattended.
- i. Report immediately all lost or misplaced tools or materials to security staff, County contract coordinator and or designee.
- j. Secure all work areas prior to the end of each workday.
- k. Ensure personnel shall not smoke or use profanity or other inappropriate language while on site.
- l. Ensure personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
- m. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

12. ADDITIONAL SCOPE REQUIREMENTS

A-E, A-E's employees and A-E'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 A-E 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 \$31.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. A-E'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). AE 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. A-E's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
- b. **Driving Endorsement:** In addition to obtaining a JWA access control badge, A-E'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 A-E, 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 A-E 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. JWA security badge is nontransferable.
 - iii. In the event that an A-E's badge is not returned to JWA upon termination of A-E personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to A-E. A-E's final payment may be held by County or a deduction from A-E's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
 - iv. A-E shall submit the names, addresses, and driver's license numbers for all A-E 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 A-E personnel and/or prior to the start of any work.
 - v. No worker shall be used in performance of this work that has not passed the background check

**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a **time and materials** usage Contract between County and A-E for Airport Facilities Support Services as set forth in Attachment A, “Scope of Work”.

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only Be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the County Contract Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Classification Rates:

ARCADIS U.S. INC.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal Project Administrator	\$197.00
Senior Project Administrator	\$174.00
Project Administrator	\$150.00
Senior Construction Administrator	\$174.00
Construction Administrator	\$146.00
Senior Contract Administrator	\$152.00
Contract Administrator	\$128.00
Site Coordinator II/Field Rep. II	\$140.00
Site Coordinator I/Field Rep. I	\$120.00
OP Unifier Architect	\$190.00
OP Unifier Administrator	\$120.00
OP Unifier Specialist	\$136.00
Senior Cost Administrator	\$184.00
Cost Analyst	\$152.00
Senior Construction Estimator	\$170.00
Construction Estimator	\$148.00
Senior Construction Scheduler	\$190.00
Construction Scheduler	\$168.00
Senior Design Engineer (CA PE)	\$185.00

Design Engineer	\$139.00
Design QA/QC Manager (CA PE)	\$175.00
Design QA/QC Specialist	\$139.00
Resident Engineer (CA PE)	\$165.00
Field Engineer	\$129.00
Project Specialist	\$165.00
CADD/BIM/GIS Administrator	\$175.00
CADD/BIM/GIS Manager	\$116.00
CADD/BIM/GIS Specialist	\$90.00
Graphics/Design Visualization Specialist	\$103.00
Safety Manager	\$134.00
Technical Writer - Engineering	\$134.00
Information Processing Specialist	\$64.00
Labor Compliance Specialist	\$130.00

*County will not pay A-E more than the listed amount for Sub-Contractor work, regardless of any agreement between the A-E and their Sub-Contractor. Sub-Contractor rates are listed for convenience only.

*Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the post construction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

B. Total Contract Amount Shall Not Exceed: \$216,000.00

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. A-E’S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by 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 the County Project Manager.

- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract 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 County location, as well as mileage within County property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the County for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the Contract requirements.

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

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. CONTRACT number
- F. Service Date
- G. Description of Services
- H. Total

I. Taxpayer ID number

Services under this Agreement shall be billed every month on a time and materials basis using JWA's "Request for Payment" form provided by JWA and/or other electronic format of "Request for Payment" approved and made available by JWA, via Unifier. Approved and authorized reimbursable expenses shall be included in the Request for Payment. A-E will not be entitled to any mark-up on reimbursable expenses. A-E will not be entitled to reimbursement for any expense incurred in performance of this Agreement or in connection with the Scope of Services that is not specified above in this section.

Each Request for Payment shall be accompanied by:

- 1) Scope of Services Status Report for the services being invoiced in part or in whole.
- 2) Up-to-date running account of hours and costs for all projects.
- 3) List of employees who worked on the Scope of Services during the month covered by the Request For Payment, including their names, job titles, hourly rates, and assignments.

Request for payment should be submitted to JWA no later than 15 days following the period in which the services were performed. Request for Payment must be approved by County Auditor before payment may be made.

Invoices and support documentation are to be forwarded to:

TBA – Per Task Order

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

Or

Emailed to AccountsPayable@ocair.com

A-E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Nabil Fraywat	Principal Project Administrator			Professional Engineer
Alfred Farag	Senior Project Administrator	18	5	Professional Engineer, NV #024741
Janeen Obeid	Project Administrator	8	4	Civil Engineer #88170, QSP #26727
Randall Slane	Sr. Construction Administrator	23	3	
Ralph Taber	Sr. Construction Administrator	31	4	Professional Engineer #C43040

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the County. Substitution or addition of A-E's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. ***Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County department.***

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. ***Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County Department.*** County reserves the right to have any A-E personnel removed from providing services to County under this CONTRACT. County is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A-E to perform services specified in Attachment A. Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
<i>Not applicable at this time.</i>		

Contract Summary Form

AECOM Technical Services, Inc.

SUMMARY OF SIGNIFICANT CHANGES

Not Applicable

SUBCONTRACTORS

Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager. 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 includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
LENAX Construction Services, Inc.	Estimating and Scheduling	Unknown at this time. Services are on an as needed/on-call basis.

CONTRACT OPERATING EXPENSES

The Agreement is for services to be provided on an as needed/on-call basis. Requested services are subject to the Airport's approval with a not to exceed dollar amount for each task.

Indirect costs are unknown as department has not yet determined these costs for the project.

Contract Summary Form

Butier Engineering, Inc.

SUMMARY OF SIGNIFICANT CHANGES

Not Applicable

SUBCONTRACTORS

Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager. 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 includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time.	Unknown at this time.	Unknown at this time. Services are on an as needed/on-call basis.

CONTRACT OPERATING EXPENSES

The Agreement is for services to be provided on an as needed/on-call basis. Requested services are subject to the Airport's approval with a not to exceed dollar amount for each task.

Indirect costs are unknown as department has not yet determined these costs for the project.

Contract Summary Form

Arcadis U.S. Inc.

SUMMARY OF SIGNIFICANT CHANGES

Not Applicable

SUBCONTRACTORS

Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager. 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 includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time.	Unknown at this time.	Unknown at this time. Services are on an as needed/on-call basis.

CONTRACT OPERATING EXPENSES

The Agreement is for services to be provided on an as needed/on-call basis. Requested services are subject to the Airport's approval with a not to exceed dollar amount for each task.

Indirect costs are unknown as department has not yet determined these costs for the project.

Memorandum of Recommendation and Evaluation Ranking Summary
RFP 280-C031900-MR QVL for On-Call Airport Facilities Support Services

Based on the established criteria set forth in the Request for Qualifications, below are the Respondent ranks:

FINAL RANKINGS	
Respondents	Rank
AECOM Technical Services, Inc	1
Butier Engineering, Inc	2
Arcadis U.S., Inc	3
Anser Advisory Management, LLC DBA Anser Advisory	4
Atkins North America, Inc. DBA Faithful+Gould	5
MARRS Services Inc.	6
Hill International, Inc.	7
Jeff Oviedo & Associates, Inc. DBA JOA Group	8
P2S, Inc.	9
Cannon/Parkin, Inc. DBA Cannon Design	10

RANK TABLE	AECOM Technical Services, Inc	Anser Advisory Management, LLC DBA Anser Advisory	Arcadis U.S., Inc	Atkins North America, Inc. DBA Faithful+Gould	Butier Engineering, Inc	Cannon/Parkin, Inc. DBA Cannon Design	Hill International, Inc.	Jeff Oviedo & Associates, Inc. DBA JOA Group	MARRS Services Inc.	P2S, Inc.
Evaluator 1	1	4	3	8	4	10	4	7	1	9
Evaluator 2	1	1	3	4	5	10	6	8	7	9
Evaluator 3	2	4	5	1	3	10	6	7	7	9
Evaluator 4	2	3	4	5	1	10	7	8	6	9
Evaluator 5	3	7	2	4	1	10	7	5	6	9
Rank Total	9	19	17	22	14	50	30	35	27	45
FINAL RANKING	1	4	3	5	2	10	7	8	6	9

Summary of Evaluator Scoring

EVALUATOR 1	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc	Anser Advisory Management, LLC DBA Anser Advisory	Arcadis U.S., Inc	Atkins North America, Inc. DBA Faithful+Gould	Butier Engineering, Inc	Cannon/Parkin, Inc. DBA Cannon Design	Hill International, Inc.	Jeff Oviedo & Associates, Inc. DBA JOA Group	MARRS Services Inc.	P2S, Inc.
Qualification and Related Experience/Technical Expertise (400 pts)	290	285	285	300	290	100	290	285	290	275
Key Personnel/Proposed Staffing (175 pts)	150	145	145	125	120	100	140	145	145	140
Availability to Perform Services (250 pts)	190	180	185	125	200	100	175	175	190	160
SOQ Organization/Completeness of Response (150 pts)	125	120	125	130	120	75	125	120	130	100
Criteria 5 (25 pts)	25	25	25	25	25	25	25	25	25	25
WRITTEN EVALUATION SCORE TOTAL	780	755	765	705	755	400	755	750	780	700
FINAL RANKING	1	4	3	8	4	10	4	7	1	9

Summary of Evaluator Scoring

EVALUATOR 2	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc	Anser Advisory Management, LLC DBA Anser Advisory	Arcadis U.S., Inc	Atkins North America, Inc. DBA Faithful+Gould	Butier Engineering, Inc	Cannon/Parkin, Inc. DBA Cannon Design	Hill International, Inc.	Jeff Oviedo & Associates, Inc. DBA JOA Group	MARRS Services Inc.	P2S, Inc.
Qualification and Related Experience/Technical Expertise (400 pts)	280	280	280	280	240	160	240	200	200	200
Key Personnel/Proposed Staffing (175 pts)	110	110	105	110	110	70	105	105	105	100
Availability to Perform Services (250 pts)	150	150	150	125	150	100	125	125	130	100
SOQ Organization/Completeness of Response (150 pts)	105	105	105	105	105	75	90	90	95	100
Criteria 5 (25 pts)	25	25	25	25	25	25	25	25	25	25
WRITTEN EVALUATION SCORE TOTAL	670	670	665	645	630	430	585	545	555	525
FINAL RANKING	1	1	3	4	5	10	6	8	7	9

Summary of Evaluator Scoring

EVALUATOR 3	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc	Anser Advisory Management, LLC DBA Anser Advisory	Arcadis U.S., Inc	Atkins North America, Inc. DBA Faithful+Gould	Butier Engineering, Inc	Cannon/Parkin, Inc. DBA Cannon Design	Hill International, Inc.	Jeff Oviedo & Associates, Inc. DBA JOA Group	MARRS Services Inc.	P2S, Inc.
Qualification and Related Experience/Technical Expertise (400 pts)	325	310	275	350	315	170	265	210	230	200
Key Personnel/Proposed Staffing (175 pts)	140	140	125	150	145	105	125	125	125	100
Availability to Perform Services (250 pts)	200	200	175	175	200	105	170	170	170	100
SOQ Organization/Completeness of Response (150 pts)	135	135	120	130	135	75	120	120	100	105
Criteria 5 (25 pts)	25	25	25	25	25	25	25	25	25	25
WRITTEN EVALUATION SCORE TOTAL	825	810	720	830	820	480	705	650	650	530
FINAL RANKING	2	4	5	1	3	10	6	7	7	9

Summary of Evaluator Scoring

EVALUATOR 4	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc	Anser Advisory Management, LLC DBA Anser Advisory	Arcadis U.S., Inc	Atkins North America, Inc. DBA Faithful+Gould	Butier Engineering, Inc	Cannon/Parkin, Inc. DBA Cannon Design	Hill International, Inc.	Jeff Oviedo & Associates, Inc. DBA JOA Group	MARRS Services Inc.	P2S, Inc.
Qualification and Related Experience/Technical Expertise (400 pts)	300	300	270	285	300	150	280	200	250	250
Key Personnel/Proposed Staffing (175 pts)	120	125	130	130	135	100	100	130	125	100
Availability to Perform Services (250 pts)	200	180	185	150	200	100	125	120	180	100
SOQ Organization/Completeness of Response (150 pts)	130	100	110	125	125	100	125	120	130	100
Criteria 5 (25 pts)	25	25	25	25	25	25	25	25	25	25
WRITTEN EVALUATION SCORE TOTAL	775	730	720	715	785	475	655	595	710	575
FINAL RANKING	2	3	4	5	1	10	7	8	6	9

Summary of Evaluator Scoring

EVALUATOR 5	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc	Anser Advisory Management, LLC DBA Anser Advisory	Arcadis U.S., Inc	Atkins North America, Inc. DBA Faithful+Gould	Butier Engineering, Inc	Cannon/Parkin, Inc. DBA Cannon Design	Hill International, Inc.	Jeff Oviedo & Associates, Inc. DBA JOA Group	MARRS Services Inc.	P2S, Inc.
Qualification and Related Experience/Technical Expertise (400 pts)	300	250	315	315	320	200	275	275	250	250
Key Personnel/Proposed Staffing (175 pts)	145	140	145	145	150	100	125	145	140	140
Availability to Perform Services (250 pts)	200	175	200	175	200	150	175	175	190	160
SOQ Organization/Completeness of Response (150 pts)	135	135	135	135	135	100	125	125	130	135
Criteria 5 (25 pts)	25	25	25	25	25	25	25	25	25	25
WRITTEN EVALUATION SCORE TOTAL	805	725	820	795	830	575	725	745	735	710
FINAL RANKING	3	7	2	4	1	10	7	5	6	9

<u>Qualified Vendor List</u>			
<u>On-Call Airport Facilities Support Services</u>			
<u>Respondents</u>		<u>QVL</u>	<u>On-Call</u>
1	AECOM Technical Services, Inc	x	x
2	Anser Advisory Management, LLC DBA Anser Advisory	x	x
3	Arcadis U.S., Inc	x	x
4	Atkins North America, Inc. DBA Faithful+Gould	x	x
5	Butier Engineering, Inc.	x	x
6	Hill International, Inc.	x	
7	Jeff Oviedo & Associates, Inc. DBA JOA Group	x	
8	MARRS Services Inc.	x	
9	P2s, Inc.	x	