

Agenda Item



AGENDA STAFF REPORT

ASR Control 22-000448

MEETING DATE: 06/28/22
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Pending)
DEPARTMENT CONTACT PERSON(S): Rick Francis (949) 252-5166
 Melinda McCoy (949) 252-5267

SUBJECT: Renew Amendment No. 3 for Architect-Engineer On-Call Environmental Program

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Pending Review

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost: FY 2023-24
\$2,641,667
FY 2024-25 \$358,333

Staffing Impact: No

of Positions:

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: Fund 280: 100%

County Audit in last 3 years: No

Prior Board Action: 6/22/2021 #52, 3/10/2020 #12, 8/14/2018 #10

RECOMMENDED ACTION(S):

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.
2. Authorize the County Procurement Officer or Deputized designee to execute Amendment No. 3 for Architect-Engineer Consultant Services for On-Call Environmental Program Support, to renew the Contract with Polytechnique Environmental, Inc., effective August 14, 2022, through August 13, 2023, in a total Contract amount not to exceed \$1,500,000, for a revised cumulative Contract total amount not to exceed \$6,750,000.
3. Authorize the County Procurement Officer or Deputized designee to execute Amendment No. 3 for Architect-Engineer Consultant Services for On-Call Environmental Program Support, to renew the Contract with Wood Environment & Infrastructure Solutions, Inc., effective August 14, 2022, through August 13, 2023, in a total Contract amount not to exceed \$1,500,000, for a revised cumulative Contract total amount not to exceed \$6,750,000.

SUMMARY:

Approval of these amendments to the existing Contracts with both Polytechnique Environmental, Inc. and Wood Environment & Infrastructure Solutions, Inc. will allow John Wayne Airport to continue to meet environmental compliance obligations and respond to new regulatory requirements for environmental protection for one additional year.

BACKGROUND INFORMATION:

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

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

Board Action and changes in Contract amounts are shown below.

Polytechnique Environmental, Inc.

Board Date	Action Taken	Contract Term/ Amendment Amount	Not to Exceed Contract Amount	Contract Term
8/14/2018 #10	Board approved Contract MA-280-19010653	\$2,250,000	\$2,250,000	8/14/2018- 8/13/2021
3/10/2020 #12	Board approved Amendment No. 1 to increase the Contract amount and provide additional resources to respond to environmental protection requirements related to new regulations	\$1,500,000	\$1,500,000	3/10/2020- 8/13/2021
6/22/2021 #52	Board approved Amendment No. 2 to renew the Contract for one additional year	\$1,500,000	\$1,500,000	8/14/2021- 8/13/2022
6/28/2022	Amendment No. 3 proposed for Board approval to renew the Contract for one additional year	\$1,500,000	\$1,500,000	8/14/2022- 8/13/2023
	Total	\$6,750,000	\$6,750,000	

Wood Environment & Infrastructure Solutions, Inc.

Board Date	Action Taken	Contract Term/ Amendment Amount	Not to Exceed Contract Amount	Contract Term
8/14/2018 #10	Board approved Contract MA-280-19010612	\$2,250,000	\$2,250,000	8/14/2018- 8/13/2021
3/10/2020 #12	Board approved Amendment No. 1 to increase the Contract amount and provide additional resources to respond to environmental protection requirements related to new regulations	\$1,500,000	\$1,500,000	3/10/2020- 8/13/2021
6/22/2021 #52	Board approved Amendment No. 2 to renew the Contract for one additional year	\$1,500,000	\$1,500,000	8/14/2021- 8/13/2022
6/28/2022	Amendment No. 3 proposed for Board approval to renew the Contract for one additional year	\$1,500,000	\$1,500,000	8/14/2022- 8/13/2023
	Total	\$6,750,000	\$6,750,000	

Specific environmental services provided under the Contracts include:

- Compliance audit and expert technical consulting;
- Emergency preparedness, planning, response and reporting;
- Stormwater pollution prevention and National Pollutant Discharge Elimination System compliance;
- Site assessment, investigation, groundwater monitoring and remediation support;
- Underground and aboveground storage tank compliance;
- Hazardous, regulated and solid waste management and compliance (including recycling and minimization);
- Air quality permitting compliance;
- Environmental health and safety support (building health, mold, asbestos and noise);
- Planning support for CEQA/National Environmental Policy action compliance;
- Support for sustainable project initiatives; and
- Environmental infrastructure design studies to support environmental improvements.

JWA seeks the Board's approval to amend the not to exceed amounts for the existing Contracts to allow for the 5th year Option (and final one-year renewal) to each Contract. The original rate structures of the Contracts remain the same. The negotiated hourly rates and fees are within industry standards and are fair

and reasonable for the services provided under the Contracts on an as-needed/on-call basis. The proposed amended A-E Contracts with Polytechnique and Wood are included as Attachments A and C.

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

Due to the wide range of services required, contracting with two firms with adequate not to exceed contract limits ensures that appropriate resources will be available during the contract term. Requested services are subject to JWA's approval via a signed Task Order with a not to exceed dollar amount. The Contracts with Polytechnique and Wood include subcontractors. See Attachments E and F for information regarding subcontractors and Contract Summary Forms. The Orange County Preference Policy was not applicable to this Contract award when the solicitation was issued.

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

FINANCIAL IMPACT:

Appropriations for these Contracts will be included in Airport Operating Fund, Fund 280, for FY 2022-23 Budget and will be included in the budgeting process for future years.

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

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

ATTACHMENT(S):

Attachment A – Contract MA-280-19010653 Amendment No. 3 to Contract with Polytechnique Environmental, Inc.

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

Attachment C – Contract MA-280-19010612 Amendment No. 3 to Contract with Wood Environment & Infrastructure Solutions, Inc.

Attachment D – Redline Version of Previous Amendment to Contract with Wood Environment &

Infrastructure Solutions, Inc.

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

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



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

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

RECITALS

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

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

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and updated Contract provisions to conform with County standard language; and

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2022 through August 13, 2023, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, 2022 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)




County of Orange, John Wayne Airport

MA-280-19010653
On-Call Environmental Program Support

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

POLYTECHNIQUE ENVIRONMENTAL, INC.*

	Joohi R. Sood	President	4/18/2022
Signature	Name	Title	Date

	Joohi R. Sood	Secretary	4/18/2022
Signature	Name	Title	Date


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

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By  _____
Deputy
Date 4/25/22 _____

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



AMENDMENT NUMBER ~~TWO~~THREE
FOR
ON-CALL ENVIRONMENTAL PROGRAM SUPPORT

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

RECITALS

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

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

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

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2022 through August 13, 2023, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, ~~2021~~2022 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. ~~This Contract may be renewed by mutual agreement of both Parties one (1) additional one (1)-year term. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.~~ A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

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



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

~~43. AIRPORT SECURITY~~

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

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

~~A. Badge Acquisition:~~ ~~Prior to issuance of a security badge(s), designated Contractor personnel who shall be working on site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$29.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. Contractor's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Coordinator or designee in writing.~~

~~B. Driving Endorsement:~~ ~~In addition to obtaining a JWA access control badge, Contractor's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.~~

~~C. Badge Holder Requirements and Responsibilities:~~ ~~TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.~~

~~i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department Airport Police Services Office for proper handling.~~

~~ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department Airport Police Services by calling (949) 252-~~



~~5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.~~

~~iii. JWA security badge is nontransferable.~~

~~iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.~~

~~v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Coordinator within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.~~

~~vi. No worker shall be used in performance of this work that has not passed the background check.~~

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

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

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

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

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

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



~~52. EMERGENCY/DECLARED DISASTER REQUIREMENTS~~

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

~~53. PROVISION OF SERVICES~~

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

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

~~6.2.~~ All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)



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

POLYTECHNIQUE ENVIRONMENTAL, INC.*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, Aa political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent			
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

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



County of Orange, John Wayne Airport

MA-280-19010612
On-Call Environmental Program Support

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

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

RECITALS

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

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

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and updated Contract provisions to conform with County standard language; and

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2022 through August 13, 2023, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, 2022 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)



County of Orange, John Wayne Airport

MA-280-19010612
On-Call Environmental Program Support

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

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.*

<u>1/11/2022</u>	<u>Kendall H. Sherrill</u>	<u>Vice President</u>	<u>4/11/2022</u>
Signature	Name	Title	Date

<u>1/11/2022</u>	<u>Kendall H. Sherrill</u>	<u>Treasurer</u>	<u>4/11/2022</u>
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

		<u>Deputy Purchasing Agent</u>	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By

Deputy

Date

4/25/22

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



AMENDMENT NUMBER ~~TWO~~THREE
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WHEREAS, pursuant to Amendment Number Two, the Parties ~~now desire to renew~~renewed the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and ~~update~~updated Contract provisions to conform with County standard language; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2022 through August 13, 2023, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, ~~2021~~2022 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. ~~This Contract may be renewed by mutual agreement of both Parties for one (1) additional one (1) year term. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.~~ A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

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



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

~~43. AIRPORT SECURITY~~

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

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

~~A. Badge Acquisition:~~ ~~Prior to issuance of a security badge(s), designated Contractor personnel who shall be working on site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$29.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. Contractor's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Coordinator or designee in writing.~~

~~B. Driving Endorsement:~~ ~~In addition to obtaining a JWA access control badge, Contractor's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.~~

~~C. Badge Holder Requirements and Responsibilities:~~ ~~TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.~~

~~i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department Airport Police Services Office for proper handling.~~

~~ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours~~



~~to the Sheriff's Department Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.~~

~~iii. JWA security badge is nontransferable.~~

~~iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.~~

~~v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Coordinator within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.~~

~~vi. No worker shall be used in performance of this work that has not passed the background check.~~

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

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

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

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

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

~~The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts,~~



entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

52. EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

53. PROVISION OF SERVICES

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

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

~~6.2.~~ All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)



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

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, Aa political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent			
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

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

Contract Summary Form

Polytechnique Environmental, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Upon Board of Supervisors approval, increase the not-to-exceed amount of the contract by \$1,500,000 to an amended not-to exceed amount of \$6,750,000 for the 5th and final contract option year effective August 14, 2022 through August 13, 2023.

SUBCONTRACTORS

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

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

Subcontractor Name	Service(s)	Amount
ALS (Tustin, CA)	Laboratory	All amounts for services are unknown until Task Orders are issued
EnviroMonitoring Services (Laguna Hills, CA)	Site Assessment/Investigation, Groundwater Monitoring, Remediation Support	
Geosyntec Consultants, Inc. (Huntington Beach, CA)	Site Assessment/Investigation, Groundwater Monitoring, Remediation Support	
GHD, Inc. (Irvine, CA)	Environmental Health and Safety Support	
Green Earthology (Aguanga, CA)	Soil amendments	
GSI Environmental, Inc. (Irvine, CA)	Emergency Preparedness, Planning, Response, and Reporting; Stormwater Pollution Prevention & NPDES Compliance	
Haley & Aldrich, Inc. (Costa Mesa, CA)	Sustainability Program Support	
UL Verification Services (formerly Healthy Buildings) (Lake Forest, CA)	Environmental Health and Safety Support	
IDS Group, Inc. (Irvine, CA)	Environmental Infrastructure Design Studies	
JOA Group (Newport Beach, CA)	Project Management - Cost and Schedule Control Environmental Infrastructure Design Studies	

Subcontractor Name	Service(s)	Amount
LivingWorks (Pasadena, CA)	CALGreen, Envision, and Green Initiatives Support	
Lynn Capouya, Inc. Consultants (Irvine)	Landscape Architecture	
Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Irvine, CA)	Emergency Preparedness, Planning, Response, and Reporting; Site Assessment/Investigation, Groundwater Monitoring, Remediation Support; Environmental Health and Safety Support	
OpenSource Technologies, Inc. (Lansdale, PA)	Web-based training design	
Psomas (Santa Ana, CA)	Planning Support	
Ramboll US Corporation (Irvine, CA)	Air Quality Permitting Compliance	
	Planning Support	
Yorke Engineering, LLC (San Juan Capistrano, CA)	Underground and Above Ground Storage Tank Compliance; Air Quality Permitting Compliance	
BC2 Environmental (Orange, CA)	Driller	
Enthalpy Analytical (Irvine, CA)	Laboratory	
Environmental Logistics, Inc. (Rialto, CA)	Transportation & Disposal	
Eurofins Calscience LLC (Garden Grove, CA)	Laboratory	
Ocean Blue Environmental Svs. (Long Beach, CA)	Emergency Response, Transportation, & Disposal	
Spectrum Geophysics (Huntington Beach, CA)	Geophysics	

CONTRACT OPERATING EXPENSES

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

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

1. The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by JWA. All special equipment purchased by A-E under this subsection shall become the property of JWA at the termination of this Agreement.
2. The actual cost of third-party tools and software recommended by A-E and approved in writing by JWA. Third-party tools and software costs to include, but not limited to, purchase, lease, maintenance, external web hosting when appropriate, and server applications for multiple users to be specified by JWA.
3. Reproduction expenses paid to outside vendors, to the extent such vendors and reproduction rates have been approved by JWA.
4. Other than as provided below, reproduction expenses incurred by A-E for A-E's own in-house reproduction will not be reimbursed by COUNTY. The A-E's invoice shall not include, any items deemed by the COUNTY as overhead expenses. A-E expenses beyond the schedule of fees or outside the Reimbursable Expenses enumerated below will not be considered. This includes, but is not limited to, travel, mileage or other expenses deemed by the COUNTY as overhead. A-E shall invoice hourly-based service fees in accordance with Appendix 2 – Hourly Rate Schedule, in proportion to the work completed and to the extent that outside consultants, sub-consultants, and approved direct project expenses have been approved by JWA. Other reimbursable expenses that may be required are subject to prior written approval by JWA.
5. Other actual costs and/or payments specifically approved and authorized in writing by JWA and incurred by A-E in performance of this Agreement.
6. Air travel and lodging costs shall be reimbursed only if approved in advance and in writing by JWA and are subject to the following restrictions:
 - a. Alcohol of any type will not be reimbursed
 - b. Dry cleaning will not be reimbursed
 - c. Hotel movies will not be reimbursed
 - d. Valet parking is reimbursable only if no other parking option is available.
 - e. Meals will be reimbursed for personnel on authorized business travel only at a flat per diem rate of \$60 per day.
 - f. Air travel is reimbursed at the fare for "Coach Class" seating. "Business Class" or "First Class" fares will not be reimbursed.
 - g. Lodging reimbursement shall be based on actual, reasonable, and necessary costs. Hotel rates associated with authorized business travel exceeding \$200.00 per day must be approved in writing by JWA. This written approval must be submitted with the billing for reimbursable expenses.

- h. Phone charges during hotel stays associated with business support of the Scope of Services must be identified. Personal phone charges will not be reimbursed.
- 7. Car rental is reimbursable at the cost for mid-size or lower size vehicle. Larger size vehicle rentals must be approved in advance in writing by JWA. This written approval must be submitted with the billing for reimbursable expenses. Luxury or Sports car rentals of any type will not be reimbursed.
- 8. Reimbursement of mileage for the business use of a business or personal vehicle during the conduct of business within the Scope of Services of this Agreement shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and JWA, as well as mileage within JWA's property, will not be reimbursed.
- 9. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 10. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 11. Cost of company vehicle (truck) for daily rates when used on site.

Contract Summary Form

Wood Environment and Infrastructure Solutions, Inc.

SUMMARY OF SIGNIFICANT CHANGES

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SUBCONTRACTORS

Subcontractor Name and Location	Service(s)	Amount
American Integrated Services Wilmington, CA. Local Office: Wilmington, CA.	Emergency Response, Transportation, & Disposal	All amounts for services are unknown until Task Orders are issued
Belshire Environmental, Inc. Corp. Office: Foothill Ranch, CA Local Office: Foothill Ranch, CA	Waste Transportation & Compliance	
BC2 Environmental Corporate Office: Orange, CA Local Office: Orange, CA	Driller, Soil Sampling, Monitoring Well Installation	
Enthalpy Analytical Corporate Office: Irvine, CA Local Office: Irvine, CA	Laboratory	
EnviroMonitoring Services Corporate Office: Lake Forest, CA Local Office: Lake Forest, CA	Groundwater Monitoring and Remediation Support	
Eurofins Calscience LLC Corporate Office: Luxembourg, Germany Local Office: Tustin, CA	Laboratory	
Gregg Drilling, Inc. Corporate Office: Signal Hill, CA Local Office: Signal Hill, CA	Driller, Soil Sampling, Monitoring Well Installation	
Interphase Environmental, Inc. Corporate Office: Los Angeles, CA Local Office: Los Angeles, CA	Driller, Direct Push Soil and Grab Groundwater Sampling, Vapor Probe Installation	

Subcontractor Name and Location	Service(s)	Amount
M R Drilling Corporate Office: Santa Fe Springs, CA Local Office: Santa Fe Springs, CA	Driller, Direct Push Soil and Grab Groundwater Sampling, Vapor Probe Installation	
Ocean Blue Environmental Services Corporate Office: Long Beach, CA Local Office: Long Beach, CA	Emergency Response, Transportation, & Disposal	
Patriot Environmental Services, Inc. Corporate Office: Wilmington, CA Local Office: Wilmington, CA	Emergency Response, Transportation, & Disposal	
Ramboll US Corporation Corporate Office: Copenhagen, Denmark Local Office: Irvine, CA	Air Quality Permitting Compliance	
Spectrum Geophysics Corporate Office: Chatsworth, CA Local Office: Huntington Beach, CA	Geophysics	
Subsurface Surveys, Inc. Corporate Office: Carlsbad, CA Local Office: Carlsbad, CA	Geophysics	
UL Verification Services Inc. (Formerly Healthy Buildings, Inc.) Lake Forest CA	Environmental Health and Safety Support	

CONTRACT OPERATING EXPENSES

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

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