



## AGENDA STAFF REPORT

ASR Control 22-000919

**MEETING DATE:** 12/20/22  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** OC Public Works (Pending)  
**DEPARTMENT CONTACT PERSON(S):** Joseph Seybold (714) 667-4921  
 Justin Golliher (714) 667-1675

**SUBJECT:** Approve Contracts for On-Call Airport Architectural Engineering Design 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:** \$4,915,068

**Annual Cost:** FY 2023-24  
\$8,666,667  
FY 2024-25 \$8,666,667  
FY 2025-26 \$3,751,598

**Staffing Impact:** No

**# of Positions:**

**Sole Source:** No

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

**Funding Source:** See Financial Impact Section

**County Audit in last 3 years:** No

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S):**

1. Authorize the Director of OC Public Works or designee to execute contracts for On-Call Airport Architectural Engineering Design Services, effective December 6, 2022, through December 5, 2025, with the option to renew for two additional years upon Board of Supervisors approval, in an amount not to exceed \$5,000,000 each, for an aggregate total amount not to exceed \$20,000,000, with the following:
  - a. AECOM Technical Services, Inc.
  - b. Jacobs Engineering Group Inc.
  - c. Kimley-Horn and Associates, Inc.
  - d. RDM International, Inc.
  
2. Authorize the Director of OC Public Works or designee to execute contracts for On-Call Airport Architectural Engineering Design Services, effective December 6, 2022, through December 5, 2025, with the option to renew for two additional years upon Board of Supervisors approval, in an amount not to exceed \$3,000,000 each, for an aggregate total amount not to exceed \$6,000,000, with the following:

- a. Rivers & Christian
- b. C&S Engineers, Inc.

**SUMMARY:**

Approval of contracts for On-Call Airport Architectural Engineering Design Services will provide timely access to specialized services needed in support of completing cost effective public works projects and will support expediting the completion of ongoing and future business needs for Countywide horizontal and vertical capital projects, including John Wayne Airport.

**BACKGROUND INFORMATION:**

On-Call Airport Architectural Engineering Design Services (Services) are used to assist the County of Orange (County) in completing capital improvement, rehabilitation and maintenance projects. Many of the projects are time sensitive due to facilities reaching their useful life expectancy and needing repair and rehabilitation, while other projects are driven by safety, government code or regulatory permitting requirements. To continue efficient operation and management of County facilities, it is necessary to retain Services to supplement staff and provide specialized expertise. The award of contracts for Services expedites the process to obtain and utilize those needed Services.

OC Public Works issued a Request for Qualifications (RFQ) to establish a Qualified Vendor List for Services. The RFQ was advertised from August 1, 2022, through August 29, 2022, on the County online bidding system. Ten submittals were received in response to the RFQ.

On October 15, 2022, the RFQ evaluation panel composed of three evaluators from OC Public Works, one from John Wayne Airport (JWA) and one from Long Beach Airport completed the written evaluation process and provided its recommendation. A summary of the most qualified contractors providing the Services is attached as part of the Memorandum of Recommendation (Attachment G).

OC Public Works is procuring these Services in accordance with the 2020 Design and Construction Policy Manual, Section 3. The Orange County Preference Policy is not applicable to award of these contracts.

The proposed contracts for Services are needed to support the JWA and OC Public Works 7-Year Capital Improvement Programs (CIP). The requested amounts are higher than the anticipated usage as reserve capacity is required to respond to unplanned emergencies and unforeseen work.

OC Public Works is recommending Board approval of contracts for Services, effective December 6, 2022, through December 5, 2025, in an amount not to exceed \$5 million each, with the option to renew for two additional years with Board approval, for a total aggregate amount not to exceed \$20 million, with the following:

<b>Contractors</b>	<b>Contracts</b>
AECOM Technical Services, Inc.	MA-080-22011510
Jacobs Engineering Group Inc.	MA-080-23010490
Kimley-Horn and Associates, Inc.	MA-080-23010491
RDM International, Inc.	MA-080-23010492

OC Public Works is also recommending Board approval of contracts for Services, effective December 6, 2022, through December 5, 2025, with the option to renew for two additional years with Board approval, in an amount not to exceed \$3 million each, for a total aggregate amount not to exceed \$6 million, with the following:

<b>Contractors</b>	<b>Contracts</b>
Rivers & Christian	MA-080-23010493
C&S Engineers, Inc.	MA-080-23010494

The contractors' respective license numbers were verified as current and active through the Department of Consumer Affairs database on October 6, 2022. Copies of the verifications are on file.

OC Public Works has conducted due diligence on the contractors. Reference checks were satisfactory and completed with the following entities regarding similar Services.

<b>Contractors</b>	<b>Reference</b>	<b>Reference</b>	<b>Reference</b>
AECOM Technical Services, Inc.	Los Angeles World Airports	San Bernardino International Airport Authority	Port of Oakland
Jacobs Engineering Group Inc.	City of Long Beach	Ontario International Airport	
Kimley-Horn and Associates, Inc.	San Jose International Airport	FedEx Express	Santa Barbara Airport Southfield Redevelopment Project
RDM International, Inc.	Hollywood Burbank Airport	Sacramento International Airport	Ontario International Airport
Rivers & Christian	Los Angeles World Airports	San Diego Regional Airport Authority	Los Angeles International Airport
C&S Engineers, Inc.	San Diego County Regional Airport Authority	City of Fullerton	

The contracts with AECOM Technical Services, Inc.; Kimley-Horn and Associates, Inc.; RDM International, Inc.; Rivers & Christian; and C&S Engineers, Inc. include subcontractors or pass through to other providers. The contract with Jacobs Engineering Group Inc., due to the nature of the services, could require the addition of subcontractors. In order to add subcontractors to the contracts, the contractor must seek express consent from OC Public Works. Should the additional of a subcontractor(s) affect the scope of work and/or contract amounts, OC Public Works will bring the item back to the Board for approval. See Attachment H for Contract Summary Forms.

The contracts are being presented for consideration less than 30 days prior to their commencement date because a thorough evaluation of the current and future business needs of the County was conducted. The analysis included the increase of maintenance and capital projects associated with John Wayne Airport. Notwithstanding, due to the increase in the number of projects and the associated scope of work, OC Public Works requires on-call contracts with aviation related scope of work and higher capacity amounts in order to support the CIP from JWA. Sufficient reserve capacity is also required to allow OC Public Works to continue to respond to unplanned emergencies and unforeseen horizontal and vertical capital maintenance projects.

**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 involves an award of contract for Services to support completing capital improvement, rehabilitation and maintenance projects. This proposed activity is therefore not subject to CEQA. Any individual, specific work authorized pursuant to this contract will be reviewed for compliance with CEQA

**FINANCIAL IMPACT:**

Appropriations for the contracts are included in the FY 2022-23 Budget for JWA, Budget Control 280 and 281, and will be included in the budgeting process for future years.

As part of consolidating the administration of various internal A-E Services contracts under OC Public Works, the not to exceed amount has been established to allow for Countywide utilization. Each Department will still utilize its internal process to encumber the amount needed based on their respective projects and ensure sufficient appropriations are available in the current budget and for future years.

The proposed contracts include a provision stating the contracts may be terminated upon 10 days' written notice for cause and upon not less than seven calendar days' written notice for convenience without penalty to the County.

**STAFFING IMPACT:**

N/A

**REVIEWING AGENCIES:**

John Wayne Airport

**ATTACHMENT(S):**

- Attachment A - Contract MA-080-22011510 with AECOM Technical Services, Inc.
- Attachment B - Contract MA-080-23010490 with Jacobs Engineering Group Inc.
- Attachment C - Contract MA-080-23010491 with Kimley-Horn and Associates, Inc.
- Attachment D - Contract MA-080-23010492 with RDM International, Inc.
- Attachment E - Contract MA-080-23010493 with Rivers & Christian
- Attachment F - Contract MA-080-23010494 with C&S Engineers, Inc.
- Attachment G - Memorandum of Recommendation and Summary of Evaluators Scoring
- Attachment H - Contract Summary Forms

**CONTRACT**

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered **MA-080-22011510**, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” or “Owner,” and **AECOM Technical Services, Inc.**, a California Corporation, hereinafter referred to as “A-E,” “Contractor” or “Consultant,” 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-080-22011510** Scope of Work for On-Call Airport Architectural Engineering Design Services, hereinafter referred to as “Attachment A”; 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, PE 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, OC Public Works 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, attached hereto and incorporated herein by reference. 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 three (3) years, commencing December 6, 2022 through December 5, 2025 with Board of Supervisor approval, with a **MAXIMUM ALLOWABLE COMPENSATION OF FIVE MILLION DOLLARS (\$5,000,000)**, with the option to renew for two (2) additional one-year terms, with Board approval; 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.

**2.2.3** The A-E shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

**2.2.4** A-E shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of A-E is in the exclusive possession of another who fails or refuses to furnish this information, A-E shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

## **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** 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.

**3.2** 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.

**3.3** 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.
- 3.4** 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
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
Environmental/Pollution Liability* <i>*(Optional coverage to be required only when hazardous materials are involved. If required, A-E will be notified by County).</i>	\$1,000,000 per claims made or occurrence

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 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. *(Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County)*. The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement naming the *County of Orange and their respective elected and appointed officials, officers, employees and agents* as Additional Insureds.
  - b. A primary non-contributing endorsement 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.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
4. 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.
5. 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.
6. 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.
7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

9. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/departments purchasing division, award may be made to the next qualified vendor.
10. 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 County. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
11. 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.
12. 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

**4.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County 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.**

**4.2 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.**

#### **4.3 Indemnification**

**A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County 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.**

#### 4.4 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.**

#### 4.5 Compliance with Laws

4.5.1 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.

4.5.2 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 County, County shall have the right to terminate this County 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 County, 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 County, County may at any time, and without cause, terminate this County 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 County.

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** Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in 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, proposals, 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** 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 artwork, 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



County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

media should be referred directly to the County. A-E's are not authorized to serve as a media spokesperson 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, timecards 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: 714-567-2642  
E-mail: [matt.ulukaya@aecom.com](mailto:matt.ulukaya@aecom.com)

For COUNTY: County Department/ OC Facilities Design & Construction Management  
601 N. Ross Street, 4th Floor,  
Santa Ana, CA 92701  
Attn: Charlene Del Mundo  
Phone: 714-667-4928  
E-mail: [charlene.delmundo@ocpw.ocgov.com](mailto:charlene.delmundo@ocpw.ocgov.com)

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

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cc: OC Public Works Procurement Services  
601 N. Ross Street  
Santa Ana, CA 92701  
Attn: Daisy Corona  
Phone: 714-667-9643  
E-mail: [Daisy.Corona@ocpw.ocgov.com](mailto:Daisy.Corona@ocpw.ocgov.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 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](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

## 6.31 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.

## 6.32 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.

**6.33 Payroll Records**

- 6.33.1** 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.
- 6.33.2** 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.
- 6.33.3** 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.
- 6.33.4** 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.
- 6.33.5** 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.
- 6.33.6** 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.
- 6.33.7** 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](http://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.

**6.34 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.

**6.35 Apprentices**

- 6.35.1** 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.
- 6.35.2** 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.
- 6.35.3** 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.
- 6.35.4** 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.

**6.36 Safety**

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). A-E shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

**7. FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS**

This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract, therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan. and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, will apply. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and its subconsultant to comply.

## 7.1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## 7.2 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## 7.3 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

**7.4 Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**7.5 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**7.6 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**7.7 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor (County) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**7.8 Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor (County) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**7.9 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor (County) or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**7.10 Contractor** is required to insert the above paragraphs one through six in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.11 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);



- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**7.12** Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.13 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**7.14 DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages
- 4) Disqualifying the Contractor from future bidding as non-responsible

Contractor is required to insert the above language required under §26.13 in each subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**Reporting Requirements.** The Contractor shall provide all information and reports required by the County, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with the regulations or directives. If you include a DBE in the bid, monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified in Attachment D.

**Commercially Useful Function.** The Contractor and its subcontractors shall cooperate and comply with any audits, inspections, or requests for information, required by the County to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

**Compliance.** All Contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligations, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the County.

**7.15 DBE Goal.** The County has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 6.3% for the utilization of firms owned and controlled by socially and economically disadvantaged persons. The DBE goal applicable to subsequent periods will be posted at <https://www.ocair.com/business/business-opportunities/dbe-acdbe/>. Bidders are not required to submit Good Faith Effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California Unified Certification Program database at <https://californiaucp.dbesystem.com/>.

**Eligibility of DBEs.** Any firm wishing to qualify as a DBE is invited to apply for certification from the California Unified Certification Program (CUCP). Information and instructions for applying for DBE certification may be found at <https://dot.ca.gov/programs/civil-rights>.

## **7.16 TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving,” (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **7.17 ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, *et seq*).

#### **7.18 CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **7.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**7.20 VETERAN’S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**7.21 SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**8. AIRPORT REQUIREMENTS: AIRPORT SECURITY AND ID BADGE REQUIREMENTS**

Contractor, Contractor’s employees and Contractor’s subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

- A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA’s security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:
1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport’s template.
  2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
  3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
  4. Background check fees are provided at the first appointment
  5. Employees must provide two government-issued IDs at the first appointment.
  6. STA and/or CHRC results are received.
  7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
  8. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.
  9. Upon successful completion of the required training, employees will receive their ID Badge.
  10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

11. Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
  - i. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate one (1) hour course initially and annually
  - ii. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate one and one half (1.5) hour course and pass a written test.
  - iii. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
  - iv. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate one (1) hour Non- Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
  - v. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
  - vi. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
  - vii. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
  - viii. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
    - STA Fee: Approximately \$11.00
    - Fingerprint/CHRC Fee: Approximately \$31.00
    - ID Badge Fee: Approximately \$10.00
    - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
  - ix. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

- B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the

ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

**C. Airport ID 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 badged 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 Manager 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.

*County of Orange, OC Public Works  
AECOM Technical Services, Inc.*

*MA-080-22011510*

**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: 11/2/2022

By: Matt G. Ulukaya, PE, Vice President  
Signature

Matt G. Ulukaya, PE, Vice President  
Print Name & Title

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

Date: 11/3/2022

By: Armond Tatevossian, Secretary  
Signature

Armond Tatevossian, 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: \_\_\_\_\_

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

By: Christine Nguyen, Deputy County Counsel  
Deputy

Print Name: Christine Nguyen, Deputy County Counsel

Date: 11/3/2022

**Attachment A: Scope of Work****I. INTRODUCTION**

OC Public Works requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer Design, Project Administration and Management Services for various Airport related 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 a shortlist for **On-Call Airport Architectural Engineering Services** for use by Orange County on an "as-needed" basis. While the primary use of this contract is generally intended for task orders related to John Wayne Airport (JWA), the use of this Contract is not specifically restricted to JWA. 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 five million dollars (\$5,000,000).

The on-call A-E must be able to respond to a variety of emergency conditions occurring on the airfield and throughout airport facilities that could disrupt air carriers, general aviation, and/or essential facilities at JWA. A-E working under the on-call agreement shall be available on short notice (less than two hours) to respond to emergency conditions on the airfield and/or at essential facilities at JWA. Conditions that could interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and JWA.

**This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this Contract. The terms in Section 6.37 through 6.50 are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the Consultant and its subconsultant(s) to comply.**

The project list is a sample set of projects anticipated to completed utilizing the Airport A/E Services On-Call contracts and by no means should be considered comprehensive.

**P No Description**

- P404 Airport Power Generation and Distribution Upgrades
- P416 Parking Structures A1, A2, & B2 Repairs
- P423 Airport-wide Building Automation System
- P424 Taxiways A - D - E Reconstruction
- P425 Radio Frequency ID System (RFID)
- P428 Exterior Lighting Improvements
- P429 Main Street Parking Lot Restroom Renovation
- P431 Taxi Lot Restroom Facility
- P433 BEDS Facility Improvements
- P436 Terminal Apron Improvements
- P437 Terminal Wi-Fi Improvements
- P438 General Aviation Infrastructure Improvements
- P439 Bldg. 3160 Reception Area Security Improvements
- P440 Facility Accessibility Improvements
- P442 Terminal A and B Inbound Baggage System Improvements
- P444 TNC Access Improvement
- P445 Airport Signage and Wayfinding Update
- P449 Centralized Post-Security Receiving and Storage Facility
- P450 Biffy Dump Redesign
- P451 EV Charging Infrastructure (Main St. & T-Lot)



P452 Plumbing Infrastructure Replacement  
 P453 Methacrylate Road Protection Coating  
 P454 Electric Bus Driveway Modifications  
 P457 Common Use Passenger Processing System Replacement  
 P458 Building 366 Improvement  
 P459 Terminal Grease Interceptor Remove & Replacement  
 P460 Concessions Infrastructure Phase II  
 P461 Perimeter Fence Enhancement  
 P462 Terminal C Lower Roadway Safety Enhancements  
 P463 CUP Water Treatment System Upgrades  
 P464 Misc. CUP Improvements  
 P465 Terminal Mechanical System Improvements  
 PZ01 PARCS Replacement  
 PZ02 Terminal Elevator/Escalator Replacement  
 PZ04 Maintenance Laydown Yard  
 PZ05 Stormwater Runoff Collection & Treatment & Erosion Control  
 PZ06 EV Charging Infrastructure (Parking Structures and 3160 & 3180)"  
 PZ09 Airfield Perimeter Security Improvements  
 PZ10 Airfield Runway 2L/20R Rehabilitation  
 PZ17 MPOE Improvements  
 PZ18 Stormwater NEC Projects  
 TBD BHS Infrastructure Improvements  
 TBD Cooling Tower Water Treatment  
 TBD Eastside Restricted Access Road Relocation  
 TBD Concessions Receiving and Screening Area  
 TBD Terminal Flooring and Carpet replacement  
 TBD Terminal Infrastructure Improvement Plan  
 TBD Terminal Space Optimization & Improvement  
 TBD Terminal Roof Replacement

## II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by County Project Management 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 shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, traffic engineers, surveyors, estimators, special inspection, construction managers, geotechnical engineers, airport planners and architects, etc.

The A-E shall be responsible for the preparation of comprehensive building assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the Contract Task Order (CTO). In the preparation of construction drawings and specification, the A-E shall also be responsible for:

- A. Obtaining data by reviewing record drawings, visiting the site of the construction and by conferences with the User/Client and facility maintenance staff or by other actions as necessary to develop the design.
- B. Checking of shop drawings, submittals, materials, and other data submitted by the Construction Contractor for approval.
- C. Furnishing consultation and advice to County to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project.
- D. Space planning, programming and code compliance review and upgrades; Peer review of Tenant Improvement projects.
- E. The meeting of submittal dates included in the *Scope Statement* of the Contract Task Order, including the work of consultants.
- F. Coordination with various agencies having authority of jurisdiction for planning services, entitlement, fire life safety, CEQA, ADA, etc.
- G. Construction administration services, testing and commissioning.
- H. Close out services, as-built plans, material lists, project acceptance, etc.
- I. The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical/plumbing, and other design features.
- J. Other services as specifically included in the Contract Task Order related to project Initiation, Planning/Design, Bid/Award, Construction and Closeout.

The A-E shall restrict themselves to the *Scope Statement* of the Contract Task Order. Any changes in the *Scope Statement* shall require prior written authorization by County.

### 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 County Project Management staff. The County Project Manager 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 current edition of the Architect-Engineer Guide.

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 County Project Management 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 County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.

### IV. SCOPE OF WORK – AIRPORT ARCHITECTURAL ENGINEERING SERVICES

In general, the A-E shall provide engineering and professional services for various airport related studies, projects, and investigations in accordance to the current edition of the Architect-Engineer Guide. A-E professional services shall include, but are not limited to, the following examples of airport related tasks:

- A. Preliminary and Program Phase
  1. Perform engineering evaluation, feasibility studies and/or design for airport facilities and infrastructure per local, state, County Airports, and FAA standards /guidelines, including but not

limited to airfield pavements, airfield lighting systems, NAVAIDs, baggage handling systems, roadways, bridges, security systems, technology, fueling, and any other associated airport related facilities/infrastructure within airside, landside, terminal and airspace.

2. Coordinating with the County on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
3. As applicable, coordinating project with County personnel and other interested stakeholders, such as FAA, to identify potential impacts to their operations.
4. Manage and prepare environmental documents for CEQA and NEPA.
5. Perform review of General Aviation Improvement project plans and when required, perform assessment to ensure proposed projects are consistent with approved environmental clearance documents.
6. Peer review of submitted plans and specifications of airport projects.
7. Perform Independent Fee Estimate (IFE) for a variety of projects.

#### B. Design Phase

1. Airport Engineering support services may include, but are not limited to the following:
  - i. Updating and Maintaining Airport Layout Plan and assist JWA with keeping compliance with Airport Certification (Part 139) compliance.
  - ii. Provide Aviation Forecasting and analysis of Airport capacity and Delay.
  - iii. Assist JWA with Strategic Planning.
  - iv. Assist JWA with assessing and providing recommendations on Commercial Aeronautical Activities.
  - v. Perform evaluations and simulations of airport terminal, airside and landside processes and systems to assess constraints, modifications, and other what-if scenarios.
  - vi. Design of airport facilities and supporting building systems.
  - vii. Design of the removal, relocation, or addition of walls and doors in airport buildings.
  - viii. Prepare Certified Access Specialist report and remedy ADA compliance issues.
  - ix. Use of value engineering for Engineering and Design of Airport Grant Projects
2. Transportation and Traffic support services may include, but are not limited to the following:
  - i. Perform traffic analysis pertaining to traffic congestion, hazards, and parking conditions at JWA.
  - ii. Prepare traffic control plans and/or bridge striping and striping plans.
  - iii. Provide traffic signal studies for design and preparation of traffic impact studies for airport development projects.
  - iv. Provide various traffic research and inspection reports as required by JWA.
  - v. Review code variance for traffic access and approve or recommend corrective actions.

- 
- vi. Direct, coordinate, supervise, and review the collection, tabulation and analysis of traffic information pertaining to traffic congestion, hazards, and parking conditions.
  - vii. Plan, organize, and direct programs for the development and implementation of traffic control systems, methods and devices.
  - viii. Design projects for the implementation of traffic control systems, signage and parking functions.
  - ix. Plan and design of parking facilities.
  - x. Evaluate and recommend parking access and revenue control systems.
  - xi. Plan and design of overhead roadway signs.
  - xii. Plan and design of street lighting poles.
  - xiii. Plan and design new projects such as roads, storm drains and waste management systems.
  - xiv. Perform Aircraft parking and movement analysis and design.
3. Structural support services may include, but are not limited to the following:
- i. Inspection and analysis of buildings or other structures for existing conditions relative to current seismic design and construction requirements with recommendations for retrofitting if needed.
  - ii. Assess various loads acting on a building or other structure, including dead loads, imposed loads, wind loads, and others in accordance with the relevant safety specifications.
  - iii. Select suitable structural systems to carry these loads safely to the foundation depending on the nature of the soil.
  - iv. Calculate the dimensions of beams, columns, slabs, walls, foundations, staircases, lift wells, etc. in accordance with the relevant standard specifications.
  - v. Plan review for seismic and foundation requirements.
4. Environmental support services may include, but are not limited to the following:
- i. Electrical Vehicle charging
  - ii. Central Plant Emissions
  - iii. CUP chilled water treatment system
  - iv. FOG Management
  - v. Storm Water Management (storm drain design, hydrology, etc.)

C. Engineering Construction Management/Construction Support Services include, but not limited to:

- 1. Observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
- 2. Provide full time or part time quality assurance and inspection services during the duration of the project as required by the nature of the ongoing construction activities, to ensure that the work is proceeding according to the construction contract documents.

3. Notify the County if problems, disputes, or changes arise during the course of construction.
4. Coordinate and supervise subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
5. Assist the project team with construction surveying to identify the limits of work, determine elevations and grades, locate physical features discovered during the course of construction, and calculate quantities of materials either removed or utilized on the project.
6. Conduct Federal wage rate surveys to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The consultant will submit the wage rate survey records to the County for review.
7. Provide labor compliance services for federally funded project.
8. Provide support for FAA grant administration.
9. Prepare FAA monthly inspection reports and quarterly performance reports.
10. Assess and provide recommendations in response to Airport Safety Inspections.
11. Safety Oversight duties and responsibility 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 candidate and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations, County, and FAA services, safety, and health rules governing the conduct of its employees, agents, and subconsultants; accompany Federal inspectors during OSHA on-site inspections and interview; consult with client management on walk-throughs, and develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.
12. Preparing Construction Safety and Phasing Plan (CSPP).

#### D. Project Coordination

1. A-E professional services may include design and related construction administration services for Alternate Project Delivery Methods for Job Order Contracting (JOC), Construction Manager At-Risk (CMAR), Design-Build, and Design-Bid-Build.
2. Responsible for administrative duties, such as prepare written reports, present information to JWA, OCPW, and when required, Airport Commissioners, Board of Supervisors, and other agencies, provide progress reports, and perform stakeholder/agency coordination.
3. Participate in public information and community involvement activities, if necessary.
4. Provide new Building Information Models (BIM) and modify existing BIM of airport facilities and supporting building systems.
5. Provide Geographical Information Systems (GIS) and modify existing GIS of airport facilities and supporting building systems.

#### E. FAA/Stakeholder Coordination

1. A-Es must have experience, knowledge, and familiarity with Airport Capital Improvement Program (CIP) related to Airports. A-Es will need to provide technical, administrative, management and related services to coordinate scheduled activities and responsibilities in support

of the CIP. These services shall include but are not limited to assist with creating Airport Capital Improvement Plan, Engineering and Design, when requested, for airfield and FAA grant projects.

2. Facilitate grant compliance.
3. A-Es may act as owner's representative in coordination with FAA.
4. Perform project research, identify projects, and prepare competitive grant applications to help fund environmental, engineering, construction, taxiways and mitigation phases of various Airport projects.
5. Ensure compliance of grant funded projects with Federal, State and local grant requirements to maintain funding eligibility.
6. Provide technical support in preparing grant reimbursement packages.
7. Oversee and/or provide consultation on project delivery processes for federal funded projects.
8. Facilitate negotiations with Regulatory Agencies.
9. Prepare grant amendment request and associated justifications, if applicable.
10. Report on DBE participation, if applicable.
11. Perform calculation of project specific Disadvantaged Business Enterprises contract goals and coordinate submittal for review by the State.
12. Experience with filing Form 7460-1s or FAA regulated reviews via Obstruction Evaluation/Airport Airspace Analysis (OE/AAA).

**F. Contract Administration**

A-E is and will be relying strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. A-E shall advise County of any need for securing any tests, analyses, studies, reports, or services in connection with assigned work and the management thereof. Except as expressly set forth in this Agreement, County is not making and has not made any warranty or representation with respect to site conditions or limitations.

**G. Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the County.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

**Attachment B: Cost/Compensation****I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for a shortlist for **On-Call Airport Architectural Engineering 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 amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the 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:**

<b>AECOM TECHNICAL SERVICES, INC.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$330.00
Sr. Project Manager	\$283.00
Project Manager II	\$251.00
Project Manager I	\$251.00
Sr. Project Engineer	\$247.00
Project Engineer III	\$215.00
Project Engineer II	\$184.00
Project Engineer I	\$152.00
Sr. Project Planner	\$247.00
Project Planner III	\$215.00
Project Planner II	\$184.00
Project Planner I	\$152.00
Jr. Project Planner	\$103.00
Sr. Aviation Forecaster	\$247.00
Aviation Forecaster	\$184.00
Sr. Civil Engineer	\$247.00
Civil Engineer III	\$215.00
Civil Engineer II	\$184.00
Civil Engineer I	\$152.00
Jr. Engineer	\$103.00
Sr. Architect	\$247.00
Architect III	\$215.00
Architect II	\$184.00
Architect I	\$152.00
Jr. Architect	\$103.00
Sr. Electrical Engineer	\$252.00
Electrical Engineer III	\$220.00
Electrical Engineer II	\$194.00

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

Electrical Engineer I	\$162.00
Sr. Mechanical Engineer	\$247.00
Mechanical Engineer III	\$215.00
Mechanical Engineer II	\$184.00
Mechanical Engineer I	\$152.00
Sr. Structural Engineer	\$252.00
Structural Engineer III	\$220.00
Structural Engineer II	\$194.00
Structural Engineer I	\$162.00
QA/QC Manager	\$267.00
Sr. Estimator	\$210.00
Estimator II	\$180.00
Estimator I	\$150.00
Jr. Estimator	\$120.00
Sr. Scheduler	\$215.00
Scheduler II	\$185.00
Scheduler I	\$155.00
Jr. Scheduler	\$115.00
Sr. Construction Manager	\$235.00
Construction Manager III	\$215.00
Construction Manager II	\$208.00
Construction Manager I	\$200.00
Inspector III	\$158.00
Inspector II	\$146.00
Inspector I	\$124.00
Security Communications Engineer	\$247.00
Sr. CADD Designer/GIS	\$178.00
CADD Designer II/GIS II	\$126.00
CADD Designer I/GIS I	\$114.00
GIS Analyst	\$105.00
Project Controls Specialist	\$120.00
Project Administrator/Clerical	\$103.00
BIM Manager	\$181.00
Sr. BIM Analyst	\$154.00
BIM Analyst	\$138.00
Jr. BIM Analyst	\$122.00

**\*SUBCONTRACTOR- BARICH, INC.  
(AIRPORT TECHNOLOGY SYSTEMS)**

<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Consultant	\$260.00
Sr. Project Manager	\$224.00
Sr. Consultant	\$202.00
Consultant	\$171.00
Sr. Analyst	\$138.00
Analyst	\$100.00
Project Administrator	\$78.00



County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

<b>*SUBCONTRACTOR- CMTS LLC (CONSTRUCTION MANAGEMENT SERVICES)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Sr Project Manager	\$249.24
Project Manager	\$212.00
Sr Project Engineer	\$215.60
Project Engineer	\$127.00
QA/QC Manager	\$225.00
Sr Construction Manager	\$232.74
Construction Manager	\$194.72
Project Administrator/Clerical	\$128.00

<b>*SUBCONTRACTOR- DIAZ CONSULTANTS, INC. (GEOTECHNICAL ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Staff I	\$121.00
Staff II	\$127.00
Project I	\$146.00
Project II	\$176.00
Senior	\$224.00
Associate I	\$243.00
Associate II	\$257.00
Principal	\$329.00
Field Engineer (Straight Time)	\$195.00
Field Engineer (Overtime)	\$224.00
Field Engineer (Double Overtime)	\$252.00
CADD/Word Processing	\$131.00
Technical Editing	\$116.41

<b>*SUBCONTRACTOR- GUIDA SURVEYING, INC. (PROFESSIONAL LAND SURVEYING SERVICES)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Survey Project Manager	\$225.78
Senior Project Surveyor	\$215.60
Project Surveyor	\$222.50
Senior Survey Analyst	\$170.50
Survey Analyst	\$146.88
Survey Technician	\$155.00
Survey Intern	\$100.00
Project Coordinator	\$116.41
Licensed Party Chief	\$230.00
Certified Party Chief	\$210.00
Party Chief	\$200.00
Instrument man	\$190.00
Chainman	\$185.00
Apprentice G	\$150.00
Apprentice F	\$140.00

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

Apprentice E	\$130.00
Apprentice D	\$120.00
Apprentice C	\$105.00
Apprentice B	\$90.00
Apprentice A	\$80.00
Survey Project Manager	\$315.00
Senior Project Surveyor	\$275.00
Project Surveyor	\$245.00

<b>*SUBCONTRACTOR - LEAN TECHNOLOGY CORPORATION (ELECTRICAL, POWER &amp; NAVAIDS ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Electrical Engineer	\$297.40
Chief Aeronautical Engineer	\$306.62
Senior Electrical Engineer	\$212.59
Senior Aeronautical Engineer	\$178.86
Senior Project Manager	\$204.41
Engineer III	\$140.53
Architect II	\$108.95
Engineer I	\$95.80
Designer	\$66.43

<b>*SUBCONTRACTOR- LEAN TECHNOLOGY CORPORATION (AIRFIELD LIGHTING &amp; NAVAIDS)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Electrical Engineer	\$ 327.14
Chief Aeronautical Engineer	\$322.00
Senior Electrical Engineer	\$212.59
Senior Aeronautical Engineer	\$188.00
Senior Project Manager	\$215.00
Engineer III	\$148.00
Architect II	\$114.00
Engineer I	\$101.00

<b>*SUBCONTRACTOR- LEIGHTON CONSULTING, INC. (MATERIALS TESTING SERVICES)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Field Soils/Materials Tester	\$163.00
Special Inspector	\$169.00
NDT/Source Inspector	\$135.00
Project Administrator/Dispatcher	\$86.00
CAD Operator	\$119.36
GIS Specialist	\$127.00
Staff Engineer/Geologist	\$89.00
Senior Staff Engineer	\$121.00
Project Engineer/Geologist	\$130.00
Senior Project Engineer/Geologist	\$162.00

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

Operations/Laboratory Manager	\$176.00
Associate	\$207.00
Principal	\$255.00

<b>*SUBCONTRACTOR- LENAX CONSTRUCTION SERVICES, INC. (COST ESTIMATING AND SCHEDULING SERVICES)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Estimating Manager	\$227.42
Senior Estimator	\$195.00
Senior MEP Estimator	\$220.00
Estimator	\$160.00
Junior Estimator	\$105.00
Senior Scheduler	\$225.00
Scheduler	\$175.00

<b>*SUBCONTRACTOR- TRANSSOLUTIONS, LLC (AIRPORT SIMULATORS)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$297.40
Sr. Project Manager	\$249.24
Project Manager	\$232.79
Sr. Project Planner	\$185.90
Project Planner	\$160.00
Jr Project Planner	\$146.00

Note: 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.

Note: 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 postconstruction 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.

- 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.

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

**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

*County of Orange, OC Public Works  
AECOM Technical Services, Inc.*

*MA-080-22011510*

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- 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

Invoices and support documentation are to be forwarded to:

**TBA – Per Task Order**

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

(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)

1. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Matt Ulukaya, PE	Project Manager	37	32	Professional Engineer (Civil), CA #45347 AECOM Certified Project Manager
Duke Young, PE	Engineering Lead	21	21	Professional Engineer (Civil), CA #69209 AECOM Certified Project Manager
Mehrdad Parsad, AIBC, LEED AP	Architecture Lead	20	1	Architectural Institute of British Columbia Registered Architect #3234, ID10283
Daniel Tauber, RA	Terminal Architecture	31	19	Registered Architect, CA #27096
Anthony Macias, EIT	Construction Management Lead	22	15	Engineer-in-Training, TX #26284
Doron Lean	Airfield Electrical	25	25	Professional Engineer (Electrical), CA #19808
Justin Phy	CUPPS/Video Walls IT Infrastructure	22	21	N/A

**ATTACHMENT – A**

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

Bill Hagmaier, PE	Landslide Design	42	26	Professional Engineer (Civil), CA #44325
Geoff Gindhart	Planning Lead	22	15	AECOM Certified Project Manager
Jeff Warkoski, PE	QA/QC Lead	33	9	Professional Engineer (Civil), CA #73364
Andres Garcia, PE	Project Principle	37	25	Professional Engineer (Civil), CA #49077

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 OC Public Works 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 OC Public Works 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.

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

**2. SUBCONSULTANT(S) (IF APPLICABLE)**

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

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DVBE If Yes, enter DVBE Certification Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Gross Receipts Category (Table 1 on following page)	Age of Firm (Years)
Barich, Inc. 2241 E. Pecos Rd., Ste 2 Chandler, AZ 85225	2241 E. Pecos Rd., Ste 2 Chandler, AZ 85225	Justin Phy 832-971-0313	Airport Technology Systems	N/A	N/A		N/A	N/A	4	23
CMTS LLC 8500 N. Stemmons Fwy., Suite 6077 Dallas, TX 75247	5777 W. Century Blvd. Suite 1105 Los Angeles, CA 90045	K. Hezekiah Harris, II 310-390-9558	Construction Management Services	N/A	N/A		DBE #31395	N/A	7	11
Diaz Consultants, Inc. d/b/a Diaz-Yourman & Associates 1616 E. 17th Street Santa Ana, CA 92705	1616 E. 17th Street Santa Ana, CA 92705	Clint I. Isa 714-245-2920	Geotechnical Engineering	N/A	1000009311		DBE #20160	80-880-2649	4	29
Guida Surveying, Inc. 220 Commerce, Ste 150 Commerce, Ste 150	220 Commerce, Ste 150 Irvine, CA 92602	Bernie McInally, PLS 949-777-2000	Professional Land Surveying Services	N/A	1000006862		SBE #26277	94-967-5631	7	27



County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

Irvine, CA 92602										
Lean Technology Corporation 20 Executive Park, Ste 155 Irvine, CA 92614	20 Executive Park Suite 155 Irvine, CA 92614	Doron Lean 310-310- 5912	Airfield Lighting & Nav aids	N/A	1000049361		WMBE #20001165	07-990- 0172 Small Business (Ca. Dept of General Svces): 2008138	5	19
Leighton Consulting, Inc. 17781 Cowan Irvine, CA 92614	17781 Cowan Irvine, CA 92614	Djan Chandra, PE, GE 949-681- 4268	Materials Testing Services	HAZ-A 858635	1000007443 1000030730		N/A	N/A	7	61
Lenax Construction Services, Inc. 3700 Wilshire Blvd. #560 Los Angeles, CA 90010	3700 Wilshire Blvd. #560 Los Angeles, CA 90010	Yelena Zeetser, President 213-637- 9146	Cost Estimating and Scheduling Services	N/A			DBE #20756	N/A	5	29
TransSolutions, LLC 14600 Trinity Blvd., Ste 200 Fort Worth, TX 76155	N/A	Belinda G. Hargrove 817-359- 2958		N/A	N/A		DBE/SBE/ WBE #34062	N/A	4	24

County of Orange, OC Public Works  
AECOM Technical Services, Inc.

MA-080-22011510

**TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES**

<b>Annual Gross Receipt (Most recent fiscal year)</b>	<b>Gross Receipts Category</b>
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7

*County of Orange, OC Public Works  
AECOM Technical Services, Inc.*

*MA-080-22011510*

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**MONTHLY REPORT OF DBE PARTICIPATION FOR THE MONTH OF:**

**Submitted By:**  
**Name of Firm:**

<b>NAME AND ADDRESS OF DBE FIRM</b>	<b>CONTACT PERSON AND PHONE NUMBER</b>	<b>SUBCONTRACTING ITEM</b>	<b>TOTAL COMMITMENT</b>	<b>CURRENT MONTH PAYMENTS</b>	<b>CONTRACT TO-DATE PAYMENTS</b>

## CONTRACT

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered **MA-080-23010490**, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and **Jacobs Engineering Group 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-080-23010490** Scope of Work for On-Call Airport Architectural Engineering Design Services, hereinafter referred to as “Attachment A;” 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 Ronald C. Siecke, PE 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, OC Public Works 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, attached hereto and incorporated herein by reference. 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 three (3) years, commencing December 6, 2022 through December 5, 2025 with Board of Supervisor approval, with a **MAXIMUM ALLOWABLE COMPENSATION OF FIVE MILLION DOLLARS (\$5,000,000)**, with the option to renew for two (2) additional one-year terms, with Board approval; 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.
- 2.2.3** The A-E shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
- 2.2.4** A-E shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of A-E is in the exclusive possession of another who fails or refuses to furnish this information, A-E shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

## **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** 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.

**3.2** 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.

**3.3** 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.

**3.4** 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
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
Environmental/Pollution Liability* <i>*(Optional coverage to be required only when hazardous materials are involved. If required, A-E will be notified by County).</i>	\$1,000,000 per claims made or occurrence

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 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. *(Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County).* The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- a. An Additional Insured endorsement naming the *County of Orange and their respective elected and appointed officials, officers, employees and agents* as Additional Insureds.
- b. A primary non-contributing endorsement 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.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
4. 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.
5. 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.
6. 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.
7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
9. 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.
10. 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 County. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
11. 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.
12. 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 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County 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.**

**1.2 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.**

#### **1.3 Indemnification**

**A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County 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.**

#### **1.4 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.**

#### **1.5 Compliance with Laws**

**1.5.1 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.**

**1.5.2 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 County, County shall have the right to terminate this County 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 County, 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 County, County may at any time, and without cause, terminate this County 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 County.

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** Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in 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, proposals, 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** 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 spokesperson 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.

County of Orange, OC Public Works  
Jacobs Engineering Group Inc.

MA-080-23010490

**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:           Jacobs Engineering Group Inc.  
                      2600 Michelson Drive, Suite 500,  
                      Irvine, CA 92612  
                      Attn:    Ronald C. Siecke  
                      Phone: 310-488-1466  
                      E-mail: [ron.siecke@jacobs.com](mailto:ron.siecke@jacobs.com)

For COUNTY: County Department/ OC Facilities Design & Construction Management  
                      601 N. Ross Street, 4th Floor,  
                      Santa Ana, CA 92701  
                      Attn:    Charlene Del Mundo  
                      Phone:    714-667-4928  
                      E-mail:   [charlene.delmundo@ocpw.ocgov.com](mailto:charlene.delmundo@ocpw.ocgov.com)

cc:                OC Public Works Procurement Services  
                      601 N. Ross Street  
                      Santa Ana, CA 92701  
                      Attn:    Daisy Corona  
                      Phone:    714-667-9643  
                      E-mail:   [Daisy.Corona@ocpw.ocgov.com](mailto:Daisy.Corona@ocpw.ocgov.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 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](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

### 6.31 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.

### 6.32 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.

### 6.33 Payroll Records

**6.33.1** 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.

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

**6.33.3** 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.

**6.33.4** 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:

**6.33.5** The information contained in the payroll record is true and correct.

**6.33.6** 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.

**6.33.7** 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.

**6.33.8** 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.

**6.33.9** 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.

**6.33.10** 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](http://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.

### **6.34 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.

### **6.35 Apprentices**

**6.35.1** 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.

**6.35.2** 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.

**6.35.3** 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.

**6.35.4** 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.

### **6.36 Safety**

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). A-E shall submit

other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

## 7. **FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS**

This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract, therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan, and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, will apply. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and is subconsultant to comply.

### 7.1 **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### 7.2 **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### 7.3 **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

**7.4 Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**7.5 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**7.6 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential

subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**7.7 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor (County) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**7.8 Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor (County) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**7.9 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor (County) or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**7.10 Contractor** is required to insert the above paragraphs one through six in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.11 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- a. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- b. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- c. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- d. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- e. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- f. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- g. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- h. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- i. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- j. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**7.12** Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.13 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**7.14 DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the

Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages
- 4) Disqualifying the Contractor from future bidding as non-responsible

Contractor is required to insert the above language required under §26.13 in each subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**Reporting Requirements.** The Contractor shall provide all information and reports required by the County, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with the regulations or directives. If you include a DBE in the bid, monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified in Attachment D.

**Commercially Useful Function.** The Contractor and its subcontractors shall cooperate and comply with any audits, inspections, or requests for information, required by the County to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

**Compliance.** All Contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligations, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the County.

- 7.15 DBE Goal.** The County has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 6.3% for the utilization of firms owned and controlled by socially and economically disadvantaged persons. The DBE goal applicable to subsequent periods will be posted at <https://www.ocair.com/business/business-opportunities/dbe-acdbe/>. Bidders are not required to submit Good Faith Effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California Unified Certification Program database at <https://californiaucp.dbesystem.com/>.



**Eligibility of DBEs.** Any firm wishing to qualify as a DBE is invited to apply for certification from the California Unified Certification Program (CUCP). Information and instructions for applying for DBE certification may be found at <https://dot.ca.gov/programs/civil-rights>.

#### 7.16 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving,” (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### 7.17 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, *et seq*).

#### 7.18 CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 7.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### 7.20 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

### 7.21 SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## 8. AIRPORT REQUIREMENTS: AIRPORT SECURITY AND ID BADGE REQUIREMENTS

Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

**A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.

7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.
11. Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
  - i. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate one (1) hour course initially and annually
  - ii. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate one and one half (1.5) hour course and pass a written test.
  - iii. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
  - iv. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate one (1) hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
  - v. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
  - vi. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
  - vii. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
  - viii. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
    - STA Fee: Approximately \$11.00
    - Fingerprint/CHRC Fee: Approximately \$31.00
    - ID Badge Fee: Approximately \$10.00
    - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
  - ix. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

- B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

- C. Airport ID 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 badged 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 Manager 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.

*County of Orange, OC Public Works  
Jacobs Engineering Group Inc.*

*MA-080-23010490*

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

**JACOBS ENGINEERING GROUP INC.,**  
a California Corporation,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> 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: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A: Scope of Work****I. INTRODUCTION**

OC Public Works 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 Airport related 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 a shortlist for **On-Call Airport Architectural Engineering Services** for use by Orange County on an "as-needed" basis. While the primary use of this contract is generally intended for task orders related to John Wayne Airport (JWA), the use of this contract is not specifically restricted to JWA. 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 five million dollars (\$5,000,000).

The on-call A-E must be able to respond to a variety of emergency conditions occurring on the airfield and throughout airport facilities that could disrupt air carriers, general aviation, and/or essential facilities at JWA. A-E working under the on-call agreement shall be available on short notice (less than two hours) to respond to emergency conditions on the airfield and/or at essential facilities at JWA. Conditions that could interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and JWA.

**This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan, and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this contract. The terms in Section 6.37 through 6.49 are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and its subconsultant(s) to comply.**

The project list is a sample set of projects anticipated to completed utilizing the Airport A/E Services On-Call contracts and by no means should be considered comprehensive.

**P No Description**

- P404 Airport Power Generation and Distribution Upgrades
- P416 Parking Structures A1, A2, & B2 Repairs
- P423 Airport-wide Building Automation System
- P424 Taxiways A - D - E Reconstruction
- P425 Radio Frequency ID System (RFID)
- P428 Exterior Lighting Improvements
- P429 Main Street Parking Lot Restroom Renovation
- P431 Taxi Lot Restroom Facility
- P433 BEDS Facility Improvements
- P436 Terminal Apron Improvements
- P437 Terminal WiFi Improvements
- P438 General Aviation Infrastructure Improvements
- P439 Bldg 3160 Reception Area Security Improvements
- P440 Facility Accessibility Improvements
- P442 Terminal A and B Inbound Baggage System Improvements
- P444 TNC Access Improvement
- P445 Airport Signage and Wayfinding Update
- P449 Centralized Post-Security Receiving and Storage Facility
- P450 Biffy Dump Redesign

P451 EV Charging Infrastructure (Main St. & T-Lot)  
 P452 Plumbing Infrastructure Replacement  
 P453 Methacrylate Road Protection Coating  
 P454 Electric Bus Driveway Modifications  
 P457 Common Use Passenger Processing System Replacement  
 P458 Building 366 Improvement  
 P459 Terminal Grease Interceptor Remove & Replacement  
 P460 Concessions Infrastructure Phase II  
 P461 Perimeter Fence Enhancement  
 P462 Terminal C Lower Roadway Safety Enhancements  
 P463 CUP Water Treatment System Upgrades  
 P464 Misc CUP Improvements  
 P465 Terminal Mechanical System Improvements  
 PZ01 PARCS Replacement  
 PZ02 Terminal Elevator/Escalator Replacement  
 PZ04 Maintenance Laydown Yard  
 PZ05 Stormwater Runoff Collection & Treatment & Erosion Control  
 PZ06 EV Charging Infrastructure (Parking Structures and 3160 & 3180)"  
 PZ09 Airfield Perimeter Security Improvements  
 PZ10 Airfield Runway 2L/20R Rehabilitation  
 PZ17 MPOE Improvements  
 PZ18 Stormwater NEC Projects  
 TBD BHS Infrastructure Improvements  
 TBD Cooling Tower Water Treatment  
 TBD Eastside Restricted Access Road Relocation  
 TBD Concessions Receiving and Screening Area  
 TBD Terminal Flooring and Carpet replacement  
 TBD Terminal Infrastructure Improvement Plan  
 TBD Terminal Space Optimization & Improvement  
 TBD Terminal Roof Replacement

## II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by County Project Management 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 shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, traffic engineers, surveyors, estimators, special inspection, construction managers, geotechnical engineers, airport planners and architects, etc.

The A-E shall be responsible for the preparation of comprehensive building assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the Contract Task Order (CTO). In the preparation of construction drawings and specification, the A-E shall also responsible for:

- A. Obtaining data by reviewing record drawings, visiting the site of the construction and by conferences with the User/Client and facility maintenance staff or by other actions as necessary to develop the design;
- B. Checking of shop drawings, submittals, materials and other data submitted by the Construction Contractor for approval;
- C. Furnishing consultation and advice to County to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project;
- D. Space planning, programming and code compliance review and upgrades; Peer review of Tenant Improvement projects;
- E. The meeting of submittal dates included in the *Scope Statement* of the Contract Task Order, including the work of consultants;
- F. Coordination with various agencies having authority of jurisdiction for planning services, entitlement, fire life safety, CEQA, ADA, etc.;
- G. Construction administration services, testing and commissioning;
- H. Close out services, as-built plans, material lists, project acceptance, etc.
- I. The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical/plumbing, and other design features;
- J. Other services as specifically included in the Contract Task Order related to project Initiation, Planning/Design, Bid/Award, Construction and Closeout.

The A-E shall restrict themselves to the *Scope Statement* of the Contract Task Order. Any changes in the *Scope Statement* shall require prior written authorization by County.

### 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 County Project Management staff. The County Project Manager 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 current edition of the Architect-Engineer Guide.

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 County Project Management 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 County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.



**IV. SCOPE OF WORK – AIRPORT ARCHITECTURAL ENGINEERING SERVICES**

In general, the A-E shall provide engineering and professional services for various airport related studies, projects, and investigations in accordance to the current edition of the Architect-Engineer Guide. A-E professional services shall include, but not limited to the following examples of airport related tasks:

**A. Preliminary and Program Phase**

1. Perform engineering evaluation, feasibility studies and/or design for airport facilities and infrastructure per local, state, County Airports, and FAA standards /guidelines, including but not limited to airfield pavements, airfield lighting systems, NAVAIDs, baggage handling systems, roadways, bridges, security systems, technology, fueling, and any other associated airport related facilities/infrastructure within airside, landside, terminal and airspace.
2. Coordinating with the County on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
3. As applicable, coordinating project with County personnel and other interested stakeholders, such as FAA, to identify potential impacts to their operations.
4. Manage and prepare environmental documents for CEQA and NEPA.
5. Perform review of General Aviation Improvement project plans and when required, perform assessment to ensure proposed projects are consistent with approved environmental clearance documents.
6. Peer review of submitted plans and specifications of airport projects.
7. Perform Independent Fee Estimate (IFE) for a variety of projects.

**B. Design Phase**

1. Airport Engineering support services may include, but are not limited to the following:
  - i. Updating and Maintaining Airport Layout Plan and assist JWA with keeping compliance with Airport Certification (Part 139) compliance.
  - ii. Provide Aviation Forecasting and analysis of Airport capacity and Delay.
  - iii. Assist JWA with Strategic Planning.
  - iv. Assist JWA with assessing and providing recommendations on Commercial Aeronautical Activities.
  - v. Perform evaluations and simulations of airport terminal, airside and landside processes and systems to assess constraints, modifications, and other what-if scenarios.
  - vi. Design of airport facilities and supporting building systems.
  - vii. Design of the removal, relocation, or addition of walls and doors in airport buildings.
  - viii. Prepare Certified Access Specialist report and remedy ADA compliance issues.
  - ix. Use of value engineering for Engineering and Design of Airport Grant Projects

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2. Transportation and Traffic support services may include, but are not limited to the following:
- i. Perform traffic analysis pertaining to traffic congestion, hazards, and parking conditions at JWA.
  - ii. Prepare traffic control plans and/or bridge striping and striping plans.
  - iii. Provide traffic signal studies for design and preparation of traffic impact studies for airport development projects.
  - iv. Provide various traffic research and inspection reports as required by JWA.
  - v. Review code variance for traffic access and approve or recommend corrective actions.
  - vi. Direct, coordinate, supervise, and review the collection, tabulation and analysis of traffic information pertaining to traffic congestion, hazards, and parking conditions.
  - vii. Plan, organize, and direct programs for the development and implementation of traffic control systems, methods and devices.
  - viii. Design projects for the implementation of traffic control systems, signage and parking functions.
  - ix. Plan and design of parking facilities.
  - x. Evaluate and recommend parking access and revenue control systems.
  - xi. Plan and design of overhead roadway signs.
  - xii. Plan and design of street lighting poles.
  - xiii. Plan and design new projects such as roads, storm drains and waste management systems.
  - xiv. Perform Aircraft parking and movement analysis and design.
3. Structural support services may include, but are not limited to the following:
- i. Inspection and analysis of buildings or other structures for existing conditions relative to current seismic design and construction requirements with recommendations for retrofitting if needed.
  - ii. Assess various loads acting on a building or other structure, including dead loads, imposed loads, wind loads, and others in accordance with the relevant safety specifications.
  - iii. Select suitable structural systems to carry these loads safely to the foundation depending on the nature of the soil.
  - iv. Calculate the dimensions of beams, columns, slabs, walls, foundations, staircases, lift wells, etc. in accordance with the relevant standard specifications.
  - v. Plan review for seismic and foundation requirements.

- 
4. Environmental support services may include, but are not limited to the following:
    - i. Electrical Vehicle charging;
    - ii. Central Plant Emissions;
    - iii. CUP chilled water treatment system
    - iv. FOG Management
    - v. Storm Water Management (storm drain design, hydrology, etc.)
- C. Engineering Construction Management/Construction Support Services include, but not limited to:
1. Observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
  2. Provide full time or part time quality assurance and inspection services during the duration of the project as required by the nature of the ongoing construction activities, to ensure that the work is proceeding according to the construction contract documents;
  3. Notify the County if problems, disputes, or changes arise during the course of construction.
  4. Coordinate and supervise subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
  5. Assist the project team with construction surveying to identify the limits of work, determine elevations and grades, locate physical features discovered during the course of construction, and calculate quantities of materials either removed or utilized on the project.
  6. Conduct Federal wage rate surveys to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The consultant will submit the wage rate survey records to the County for review.
  7. Provide labor compliance services for federally funded project.
  8. Provide support for FAA grant administration.
  9. Prepare FAA monthly inspection reports and quarterly performance reports.
  10. Assess and provide recommendations in response to Airport Safety Inspections
  11. Safety Oversight duties and responsibility 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 candidate and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations, County, and FAA services, safety, and health rules governing the conduct of its employees, agents, and subconsultants; accompany Federal inspectors during OSHA on-site inspections and interview; consult with client management on walk-throughs, and develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

12. Preparing Construction Safety and Phasing Plan (CSPP).

D. Project Coordination

1. A-E professional services may include design and related construction administration services for Alternate Project Delivery Methods for Job Order Contracting (JOC), Construction Manager At-Risk (CMAR), Design-Build, and Design-Bid-Build.
2. Responsible for administrative duties, such as prepare written reports, present information to JWA, OCPW, and when required, Airport Commissioners, Board of Supervisors, and other agencies, provide progress reports, and perform stakeholder/agency coordination
3. Participate in public information and community involvement activities, if necessary.
4. Provide new Building Information Models (BIM) and modify existing BIM of airport facilities and supporting building systems.
5. Provide Geographical Information Systems (GIS) and modify existing GIS of airport facilities and supporting building systems.

E. FAA/Stakeholder Coordination

1. A-Es must have experience, knowledge, and familiarity with Airport Capital Improvement Program (CIP) related to Airports. A-Es will need to provide technical, administrative, management and related services to coordinate scheduled activities and responsibilities in support of the CIP. These services shall include but are not limited to assist with creating Airport Capital Improvement Plan, Engineering and Design, when requested, for airfield and FAA grant projects.
2. Facilitate grant compliance.
3. A-Es may act as owner's representative in coordination with FAA.
4. Perform project research, identify projects, and prepare competitive grant applications to help fund environmental, engineering, construction, taxiways and mitigation phases of various Airport projects.
5. Ensure compliance of grant funded projects with Federal, State and local grant requirements to maintain funding eligibility.
6. Provide technical support in preparing grant reimbursement packages.
7. Oversee and/or provide consultation on project delivery processes for federal funded projects.
8. Facilitate negotiations with Regulatory Agencies;
9. Prepare grant amendment request and associated justifications, if applicable.
10. Report on DBE participation, if applicable.
11. Perform calculation of project specific Disadvantaged Business Enterprises contract goals and coordinate submittal for review by the State.
12. Experience with filing Form 7460-1s or FAA regulated reviews via Obstruction Evaluation/Airport Airspace Analysis (OE/AAA).

**F. Contract Administration**

A-E is and will be relying strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. A-E shall advise County of any need for securing any tests, analyses, studies, reports, or services in connection with assigned work and the management thereof. Except as expressly set forth in this Agreement, County is not making and has not made any warranty or representation with respect to site conditions or limitations.

**G. Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the County.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

**Attachment B: Cost/Compensation****I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for a shortlist for **On-Call Airport Architectural Engineering 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 amount specified in Article 1.4 of the Contract 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:**

<b>JACOBS ENGINEERING GROUP INC.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$326.00
Sr Project Manager	\$304.00
Project Manger	\$257.00
Sr Project Engineer	\$261.00
Project Engineer	\$198.00
Sr Project Planner	\$266.00
Project Planner	\$205.00
Jr Project Planner	\$144.00
Sr Aviation Forecaster	\$238.00
Aviation Forecaster	\$179.00
Sr Civil Engineer	\$261.00
Civil Engineer	\$187.00
Jr Engineer	\$123.00
Sr Architect	\$245.00
Architect	\$170.00
Jr Architect	\$109.00
Sr Electrical Engineer	\$245.00
Electrical Engineer	\$189.00
Sr Mechanical Engineer	\$245.00
Mechanical Engineer	\$189.00
Sr Structural Engineer	\$245.00
Structural Engineer	\$189.00
QA/QC Manager	\$257.00
Sr Construction Manager	\$258.00
Construction Manager	\$197.00
Security Communications Engineer	\$259.00
Sr CADD Designer/GIS	\$176.00
CADD Designer/GIS	\$144.00

*County of Orange, OC Public Works  
Jacobs Engineering Group Inc.*

*MA-080-23010490*

Sr GIS Analyst	\$179.00
GIS Analyst	\$135.00
Project Administrator/Clerical	\$109.00
BHS Consultant	\$199.00
Sr Security Communications Engineer	\$259.00

Note: 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.

- 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

Invoices and support documentation are to be forwarded to:

**TBA – Per Task Order**

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

(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)

1. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Frank Palumbo	Project Manager/Contract Administration	35+	3	Professional Engineer (PE): CO (# PE-37485)
Chris Peters	Deputy Project Manager/Architectural lead	20+	<1	Registered Architect (RA): CA (# C-34238) LEED AP BD + C
Ron Siecke	Principle-in-Charge	32+	9+	PE: CA (# C59234) PE: CA (# T1735)
Chuson McFadden	QA/QC	21+	21+	PMP (# 1420133)
Mike Floyd	Aviation Strategic Planning Lead	36+	9	N/A
Bryan Smith	Aviation Architectural Design Lead	24	5	PE: CA (# 63616) AIA (# 38035092) LEED AP BD+C NCARB Certified
John Thompson	Airport Engineering Design Lead	36+	20+	PE: CA (# 71069)
Chris Costello	Technology Support Lead	31+	30+	N/A
Norm Petersen	Construction Administration   Value Engineering + Value Management   Constructability/Coordination	40	5+	PE: CA (# 30769)

County of Orange, OC Public Works  
Jacobs Engineering Group Inc.

MA-080-23010490

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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 OC Public Works 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 OC Public Works 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.

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*MA-080-23010490*

**2. SUBCONSULTANT(S) (IF APPLICABLE)**

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

<b>Corporate Name &amp; Corporate Address</b>	<b>Local Office Address*</b>	<b>Contact Name &amp; Telephone Number</b>	<b>Project Function (Division of Work/Trade)</b>	<b>Contractor License Number</b>	<b>DIR Registration Number</b>	<b>DVBE If Yes, enter DVBE Certification Number</b>	<b>DBE If Yes, enter DBE Certification Number</b>	<b>SBA If Yes, enter DUNNS Certification Number</b>	<b>Gross Receipts Category (Table 1 on following page)</b>	<b>Age of Firm Years</b>
<i>Not applicable at this time.</i>										

*County of Orange, OC Public Works  
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*MA-080-23010490*

**TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES**

<b>Annual Gross Receipt (Most recent fiscal year)</b>	<b>Gross Receipts Category</b>
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7

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*MA-080-23010490*

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**MONTHLY REPORT OF DBE PARTICIPATION FOR THE MONTH OF:**

**Submitted By:**  
**Name of Firm:**

<b>Name and Address of DBE Firm</b>	<b>Contact Person and Phone Number</b>	<b>Subcontracting Item</b>	<b>Total Commitment</b>	<b>Current Month Payments</b>	<b>Contract To-Date Payments</b>

## CONTRACT

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered **MA-080-23010491** by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” or “Owner,” and **Kimley-Horn and Associates, Inc.**, a North Carolina Corporation, hereinafter referred to as “A-E,” “Contractor” or “Consultant,” 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-080-23010491** Scope of Work for On-Call Airport Architectural Engineering Design Services, hereinafter referred to as “Attachment A”; 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 Pearse Melvin, PE 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, OC Public Works 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, attached hereto and incorporated herein by reference. 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 three (3) years, commencing December 6, 2022 through December 5, 2025 with Board of Supervisor approval, with a **MAXIMUM ALLOWABLE COMPENSATION OF FIVE MILLION DOLLARS (\$5,000,000)**, with the option to renew for two (2) additional one-year terms, with Board approval; 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.
- 2.2.3 The A-E shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
- 2.2.4 A-E shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of A-E is in the exclusive possession of another who fails or refuses to furnish this information, A-E shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

## 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** 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.

**3.2** 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.

**3.3** 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.

**3.4** 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
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
Environmental/Pollution Liability* <i>*(Optional coverage to be required only when hazardous materials are involved. If required, A-E will be notified by County).</i>	\$1,000,000 per claims made or occurrence

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 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. (Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County). The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement naming the **County of Orange and their respective elected and appointed officials, officers, employees and agents** as Additional Insureds.
  - b. A primary non-contributing endorsement 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.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
4. 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.
5. 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.
6. 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.
7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
9. 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.
10. 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 County. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
11. 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.
12. 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

**4.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County 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.**

**4.2 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.**

#### **4.3 Indemnification**

**A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County 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.**

#### **4.4 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.**

#### **4.5 Compliance with Laws**

**4.5.1 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.**

- 4.5.2** 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 County, County shall have the right to terminate this County 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 County, 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 County, County may at any time, and without cause, terminate this County 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 County.

- 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 Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in 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, proposals, 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** 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 artwork, 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 spokesperson 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, timecards 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: Kimley-Horn and Associates, Inc.  
1100 W Town & Country Road, Suite 700,  
Orange, CA 92868  
Attn: Pearse Melvin, PE  
Phone: 714-939-1030  
E-mail: [Pearse.Melvin@kimley-horn.com](mailto:Pearse.Melvin@kimley-horn.com)

For COUNTY: County Department/ OC Facilities Design & Construction Management  
601 N. Ross Street, 4th Floor,  
Santa Ana, CA 92701  
Attn: Charlene Del Mundo  
Phone: 714-667-4928  
E-mail: [charlene.delmundo@ocpw.ocgov.com](mailto:charlene.delmundo@ocpw.ocgov.com)

cc: OC Public Works Procurement Services  
601 N. Ross Street  
Santa Ana, CA 92701  
Attn: Daisy Corona  
Phone: 714-667-9643  
E-mail: [Daisy.Corona@ocpw.ocgov.com](mailto:Daisy.Corona@ocpw.ocgov.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 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](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

### 6.31 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.

### 6.32 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.

### 6.33 Payroll Records

**6.33.1** 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.

**6.33.2** 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.

**6.33.3** 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.

**6.33.4** 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.

**6.33.5** 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.

**6.33.6** 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.

**6.33.7** 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](http://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.

#### **6.34 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.

#### **6.35 Apprentices**

**6.35.1** 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.

**6.35.2** 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.

**6.35.3** 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.

**6.35.4** 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.

### 6.36 Safety

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). A-E shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

## 7. **FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS**

This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract, therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan, and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, will apply. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and is subconsultant to comply.

### 7.1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### 7.2 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### 7.3 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

**7.4 Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**7.5 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**7.6 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**7.7 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor (County) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**7.8 Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor (County) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**7.9 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor (County) or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**7.10 Contractor** is required to insert the above paragraphs one through six in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.11 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);



- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**7.12** Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

### **7.13 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## 7.14 DISADVANTAGED BUSINESS ENTERPRISES

### Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages
- 4) Disqualifying the Contractor from future bidding as non-responsible

Contractor is required to insert the above language required under §26.13 in each subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**Reporting Requirements.** The Contractor shall provide all information and reports required by the County, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with the regulations or directives. If you include a DBE in the bid, monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified in Attachment D.

**Commercially Useful Function.** The Contractor and its subcontractors shall cooperate and comply with any audits, inspections, or requests for information, required by the County to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

**Compliance.** All Contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligations, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the County.

**7.15 DBE Goal.** The County has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 6.3% for the utilization of firms owned and controlled by socially and economically disadvantaged persons. The DBE goal applicable to subsequent periods will be posted at <https://www.ocair.com/business/business-opportunities/dbe-acdbe/>. Bidders are not required to submit

Good Faith Effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California Unified Certification Program database at <https://californiaucp.dbesystem.com/>.

**Eligibility of DBEs.** Any firm wishing to qualify as a DBE is invited to apply for certification from the California Unified Certification Program (CUCP). Information and instructions for applying for DBE certification may be found at <https://dot.ca.gov/programs/civil-rights>.

#### 7.16 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving,” (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### 7.17 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, *et seq*).

#### 7.18 CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 7.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### 7.20 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### 7.21 SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

### 8. AIRPORT REQUIREMENTS: AIRPORT SECURITY AND ID BADGE REQUIREMENTS

Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

**A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment

5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.
11. Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
  - i. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate one (1) hour course initially and annually
  - ii. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate one and one half (1.5) hour course and pass a written test.
  - iii. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
  - iv. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate one (1) hour Non- Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
  - v. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
  - vi. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
  - vii. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
  - viii. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
    - STA Fee: Approximately \$11.00
    - Fingerprint/CHRC Fee: Approximately \$31.00
    - ID Badge Fee: Approximately \$10.00
    - Terminated, Unreturned ID Badge Fee: Approximately \$250.00

- ix. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

**B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

**C. Airport ID 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 badged 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 Manager 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.

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

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

**KIMLEY-HORN AND ASSOCIATES, INC.,**  
a North Carolina Corporation,

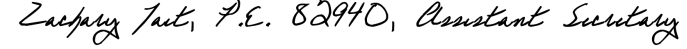
Date: 11/3/2022

By:   
Signature

Pearse Melvin, P.E. Vice President  
Print Name & Title

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

Date: 11/3/2022

By:   
Signature

Zach Tait, P.E., 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: \_\_\_\_\_

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

By:   
Deputy

Print Name: Christine Nguyen, Deputy County Counsel

Date: 11/7/2022

**Attachment A: Scope of Work****I. INTRODUCTION**

OC Public Works requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer Design, Project Administration and Management Services for various Airport related 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 a shortlist for **On-Call Airport Architectural Engineering Services** for use by Orange County on an "as-needed" basis. While the primary use of this contract is generally intended for task orders related to John Wayne Airport (JWA), the use of this Contract is not specifically restricted to JWA. 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 five million dollars (\$5,000,000).

The on-call A-E must be able to respond to a variety of emergency conditions occurring on the airfield and throughout airport facilities that could disrupt air carriers, general aviation, and/or essential facilities at JWA. A-E working under the on-call agreement shall be available on short notice (less than two hours) to respond to emergency conditions on the airfield and/or at essential facilities at JWA. Conditions that could interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and JWA.

**This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this Contract. The terms in Section 6.37 through 6.50 are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the Consultant and its subconsultant(s) to comply.**

The project list is a sample set of projects anticipated to completed utilizing the Airport A/E Services On-Call contracts and by no means should be considered comprehensive.

**P No Description**

- P404 Airport Power Generation and Distribution Upgrades
- P416 Parking Structures A1, A2, & B2 Repairs
- P423 Airport-wide Building Automation System
- P424 Taxiways A - D - E Reconstruction
- P425 Radio Frequency ID System (RFID)
- P428 Exterior Lighting Improvements
- P429 Main Street Parking Lot Restroom Renovation
- P431 Taxi Lot Restroom Facility
- P433 BEDS Facility Improvements
- P436 Terminal Apron Improvements
- P437 Terminal Wi-Fi Improvements
- P438 General Aviation Infrastructure Improvements
- P439 Bldg. 3160 Reception Area Security Improvements
- P440 Facility Accessibility Improvements
- P442 Terminal A and B Inbound Baggage System Improvements
- P444 TNC Access Improvement
- P445 Airport Signage and Wayfinding Update
- P449 Centralized Post-Security Receiving and Storage Facility
- P450 Biffy Dump Redesign
- P451 EV Charging Infrastructure (Main St. & T-Lot)
- P452 Plumbing Infrastructure Replacement
- P453 Methacrylate Road Protection Coating



P454 Electric Bus Driveway Modifications  
 P457 Common Use Passenger Processing System Replacement  
 P458 Building 366 Improvement  
 P459 Terminal Grease Interceptor Remove & Replacement  
 P460 Concessions Infrastructure Phase II  
 P461 Perimeter Fence Enhancement  
 P462 Terminal C Lower Roadway Safety Enhancements  
 P463 CUP Water Treatment System Upgrades  
 P464 Misc. CUP Improvements  
 P465 Terminal Mechanical System Improvements  
 PZ01 PARCS Replacement  
 PZ02 Terminal Elevator/Escalator Replacement  
 PZ04 Maintenance Laydown Yard  
 PZ05 Stormwater Runoff Collection & Treatment & Erosion Control  
 PZ06 EV Charging Infrastructure (Parking Structures and 3160 & 3180)"  
 PZ09 Airfield Perimeter Security Improvements  
 PZ10 Airfield Runway 2L/20R Rehabilitation  
 PZ17 MPOE Improvements  
 PZ18 Stormwater NEC Projects  
 TBD BHS Infrastructure Improvements  
 TBD Cooling Tower Water Treatment  
 TBD Eastside Restricted Access Road Relocation  
 TBD Concessions Receiving and Screening Area  
 TBD Terminal Flooring and Carpet replacement  
 TBD Terminal Infrastructure Improvement Plan  
 TBD Terminal Space Optimization & Improvement  
 TBD Terminal Roof Replacement

## II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by County Project Management 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 shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, traffic engineers, surveyors, estimators, special inspection, construction managers, geotechnical engineers, airport planners and architects, etc.

The A-E shall be responsible for the preparation of comprehensive building assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the Contract Task Order (CTO). In the preparation of construction drawings and specification, the A-E shall also be responsible for:

- A. Obtaining data by reviewing record drawings, visiting the site of the construction and by conferences with the User/Client and facility maintenance staff or by other actions as necessary to develop the design.

- B. Checking of shop drawings, submittals, materials, and other data submitted by the Construction Contractor for approval.
- C. Furnishing consultation and advice to County to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project.
- D. Space planning, programming and code compliance review and upgrades; Peer review of Tenant Improvement projects.
- E. The meeting of submittal dates included in the *Scope Statement* of the Contract Task Order, including the work of consultants.
- F. Coordination with various agencies having authority of jurisdiction for planning services, entitlement, fire life safety, CEQA, ADA, etc.
- G. Construction administration services, testing and commissioning.
- H. Close out services, as-built plans, material lists, project acceptance, etc.
- I. The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical/plumbing, and other design features.
- J. Other services as specifically included in the Contract Task Order related to project Initiation, Planning/Design, Bid/Award, Construction and Closeout.

The A-E shall restrict themselves to the *Scope Statement* of the Contract Task Order. Any changes in the *Scope Statement* shall require prior written authorization by County.

### 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 County Project Management staff. The County Project Manager 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 current edition of the Architect-Engineer Guide.

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 County Project Management 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 County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.

### IV. SCOPE OF WORK – AIRPORT ARCHITECTURAL ENGINEERING SERVICES

In general, the A-E shall provide engineering and professional services for various airport related studies, projects, and investigations in accordance to the current edition of the Architect-Engineer Guide. A-E professional services shall include, but are not limited to, the following examples of airport related tasks:

- A. Preliminary and Program Phase
  - 1. Perform engineering evaluation, feasibility studies and/or design for airport facilities and infrastructure per local, state, County Airports, and FAA standards /guidelines, including but not limited to airfield pavements, airfield lighting systems, NAVAIDS, baggage handling systems, roadways, bridges, security systems, technology, fueling, and any other associated airport related facilities/infrastructure within airside, landside, terminal and airspace.

2. Coordinating with the County on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
3. As applicable, coordinating project with County personnel and other interested stakeholders, such as FAA, to identify potential impacts to their operations.
4. Manage and prepare environmental documents for CEQA and NEPA.
5. Perform review of General Aviation Improvement project plans and when required, perform assessment to ensure proposed projects are consistent with approved environmental clearance documents.
6. Peer review of submitted plans and specifications of airport projects.
7. Perform Independent Fee Estimate (IFE) for a variety of projects.

#### B. Design Phase

1. Airport Engineering support services may include, but are not limited to the following:
  - i. Updating and Maintaining Airport Layout Plan and assist JWA with keeping compliance with Airport Certification (Part 139) compliance.
  - ii. Provide Aviation Forecasting and analysis of Airport capacity and Delay.
  - iii. Assist JWA with Strategic Planning.
  - iv. Assist JWA with assessing and providing recommendations on Commercial Aeronautical Activities.
  - v. Perform evaluations and simulations of airport terminal, airside and landside processes and systems to assess constraints, modifications, and other what-if scenarios.
  - vi. Design of airport facilities and supporting building systems.
  - vii. Design of the removal, relocation, or addition of walls and doors in airport buildings.
  - viii. Prepare Certified Access Specialist report and remedy ADA compliance issues.
  - ix. Use of value engineering for Engineering and Design of Airport Grant Projects
2. Transportation and Traffic support services may include, but are not limited to the following:
  - i. Perform traffic analysis pertaining to traffic congestion, hazards, and parking conditions at JWA.
  - ii. Prepare traffic control plans and/or bridge striping and striping plans.
  - iii. Provide traffic signal studies for design and preparation of traffic impact studies for airport development projects.
  - iv. Provide various traffic research and inspection reports as required by JWA.
  - v. Review code variance for traffic access and approve or recommend corrective actions.
  - vi. Direct, coordinate, supervise, and review the collection, tabulation and analysis of traffic information pertaining to traffic congestion, hazards, and parking conditions.
  - vii. Plan, organize, and direct programs for the development and implementation of traffic control systems, methods and devices.

- 
- viii. Design projects for the implementation of traffic control systems, signage and parking functions.
  - ix. Plan and design of parking facilities.
    - x. Evaluate and recommend parking access and revenue control systems.
    - xi. Plan and design of overhead roadway signs.
    - xii. Plan and design of street lighting poles.
  - xiii. Plan and design new projects such as roads, storm drains and waste management systems.
  - xiv. Perform Aircraft parking and movement analysis and design.
3. Structural support services may include, but are not limited to the following:
- i. Inspection and analysis of buildings or other structures for existing conditions relative to current seismic design and construction requirements with recommendations for retrofitting if needed.
  - ii. Assess various loads acting on a building or other structure, including dead loads, imposed loads, wind loads, and others in accordance with the relevant safety specifications.
  - iii. Select suitable structural systems to carry these loads safely to the foundation depending on the nature of the soil.
  - iv. Calculate the dimensions of beams, columns, slabs, walls, foundations, staircases, lift wells, etc. in accordance with the relevant standard specifications.
  - v. Plan review for seismic and foundation requirements.
4. Environmental support services may include, but are not limited to the following:
- i. Electrical Vehicle charging
  - ii. Central Plant Emissions
  - iii. CUP chilled water treatment system
  - iv. FOG Management
  - v. Storm Water Management (storm drain design, hydrology, etc.)
- C. Engineering Construction Management/Construction Support Services include, but not limited to:
1. Observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
  2. Provide full time or part time quality assurance and inspection services during the duration of the project as required by the nature of the ongoing construction activities, to ensure that the work is proceeding according to the construction contract documents.
  3. Notify the County if problems, disputes, or changes arise during the course of construction.
  4. Coordinate and supervise subconsultants and personnel who are performing on-site testing, surveying, or other project related services.

5. Assist the project team with construction surveying to identify the limits of work, determine elevations and grades, locate physical features discovered during the course of construction, and calculate quantities of materials either removed or utilized on the project.
6. Conduct Federal wage rate surveys to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The consultant will submit the wage rate survey records to the County for review.
7. Provide labor compliance services for federally funded project.
8. Provide support for FAA grant administration.
9. Prepare FAA monthly inspection reports and quarterly performance reports.
10. Assess and provide recommendations in response to Airport Safety Inspections.
11. Safety Oversight duties and responsibility 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 candidate and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations, County, and FAA services, safety, and health rules governing the conduct of its employees, agents, and subconsultants; accompany Federal inspectors during OSHA on-site inspections and interview; consult with client management on walk-throughs, and develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.
12. Preparing Construction Safety and Phasing Plan (CSPP).

#### D. Project Coordination

1. A-E professional services may include design and related construction administration services for Alternate Project Delivery Methods for Job Order Contracting (JOC), Construction Manager At-Risk (CMAR), Design-Build, and Design-Bid-Build.
2. Responsible for administrative duties, such as prepare written reports, present information to JWA, OCPW, and when required, Airport Commissioners, Board of Supervisors, and other agencies, provide progress reports, and perform stakeholder/agency coordination.
3. Participate in public information and community involvement activities, if necessary.
4. Provide new Building Information Models (BIM) and modify existing BIM of airport facilities and supporting building systems.
5. Provide Geographical Information Systems (GIS) and modify existing GIS of airport facilities and supporting building systems.

#### E. FAA/Stakeholder Coordination

1. A-Es must have experience, knowledge, and familiarity with Airport Capital Improvement Program (CIP) related to Airports. A-Es will need to provide technical, administrative, management and related services to coordinate scheduled activities and responsibilities in support of the CIP. These services shall include but are not limited to assist with creating Airport Capital Improvement Plan, Engineering and Design, when requested, for airfield and FAA grant projects.
2. Facilitate grant compliance.
3. A-Es may act as owner's representative in coordination with FAA.

4. Perform project research, identify projects, and prepare competitive grant applications to help fund environmental, engineering, construction, taxiways and mitigation phases of various Airport projects.
5. Ensure compliance of grant funded projects with Federal, State and local grant requirements to maintain funding eligibility.
6. Provide technical support in preparing grant reimbursement packages.
7. Oversee and/or provide consultation on project delivery processes for federal funded projects.
8. Facilitate negotiations with Regulatory Agencies.
9. Prepare grant amendment request and associated justifications, if applicable.
10. Report on DBE participation, if applicable.
11. Perform calculation of project specific Disadvantaged Business Enterprises contract goals and coordinate submittal for review by the State.
12. Experience with filing Form 7460-1s or FAA regulated reviews via Obstruction Evaluation/Airport Airspace Analysis (OE/AAA).

F. Contract Administration

A-E is and will be relying strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. A-E shall advise County of any need for securing any tests, analyses, studies, reports, or services in connection with assigned work and the management thereof. Except as expressly set forth in this Agreement, County is not making and has not made any warranty or representation with respect to site conditions or limitations.

G. Project Closeout Phase.

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the County.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

**Attachment B: Cost/Compensation**

- I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for a shortlist for **On-Call Airport Architectural Engineering 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 amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the 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:**

<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Sr. Professional IV	\$365.26
Sr. Professional III	\$341.39
Sr. Professional II	\$302.24
Sr. Professional I	\$283.38
Professional III	\$231.87
Professional II	\$219.82
Professional I	\$187.23
Analyst II	\$158.00
Analyst I	\$139.60
Sr. Project Support	\$196.65
Project Support	\$89.30
Sr Project Engineer	\$263.48
Sr Project Planner	\$262.61
Sr Civil Engineer	\$254.13
Civil Engineer	\$192.04
Sr Architect	\$252.90
Architect	\$182.91
Sr Electrical Engineer	\$267.68
Sr Mechanical Engineer	\$266.43

<b>*SUBCONTRACTOR - ARELLANO ASSOCIATES, LLC (PUBLIC OUTREACH CONSULTANT)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$305.88
Sr Project Manager	\$178.44
Project Manger	\$165.69
Deputy Project Manager	\$160.59
Tech/Creative Lead	\$152.95

**ATTACHMENT – C**

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

Senor Project Coordinator	\$114.71
Project Coordinator	\$94.32
Assistant Project Coordinator	\$61.18

<b>*SUBCONTRACTOR - BESS TESTLAB, INC. (UNDERGROUND UTILITIES)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Vacuum Truck Operator	\$147.87
Journeyman Laborer	\$109.52
Project Manager	\$158.71
Project Administrator/Clerk	\$105.04

<b>*SUBCONTRACTOR - BURNS ENGINEERING, INC. (TECHNOLOGY AND SECURITY)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$297.40
Project Manager	\$219.37
Principal Engineer/Specialist	\$273.65
Senior Engineer/Specialist	\$259.11
Engineer/Specialist	\$196.32
Engineering Associate	\$162.48
Design Associate	\$108.46
BIM Coordinator	\$208.63
Designer	\$152.30
Construction Coordinator	\$136.96
Project Controls Coordinator	\$100.23
Administrative Support	\$79.04

<b>*SUBCONTRACTOR - CORGAN ASSOCIATES, INC. (ARCHITECTURE)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$ 327.14
Associate Principal	\$ 327.14
Senior Project Manager	\$ 275.00
Project Manager	\$ 260.00
Project Architect	\$ 210.00
Administrative Assistant	\$ 128.05
Project Coordinator	\$ 160.00
Project Analyst	\$ 200.20
Project Design Manager	\$ 176.07
Project Designer	\$ 200.00

<b>*SUBCONTRACTOR - DIAZ CONSULTANTS, INC. (GEOTECHNICAL ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>



**ATTACHMENT – C**

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

Staff I	\$121.01
Staff II	\$126.77
Project I	\$145.89
Project II	\$176.04
Senior	\$224.18
Associate I	\$242.51
Associate II	\$256.88
Principal	\$328.51
Field Engineer (Straight Time)	\$195.30
Field Engineer (Overtime)	\$223.81
Field Engineer (Double Overtime)	\$252.32
CADD/Word Processing	\$130.93
Technical Editing	\$116.41

<b>*SUBCONTRACTOR - HDR ENGINEERING, INC. (CIVIL AND TRAFFIC ENGINEERING SUPPORT FOR AIR AND LANDSIDE IMPROVEMENTS)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Architect I	\$133.72
Architect II	\$164.32
Architect III	\$222.52
Aviation Planner	\$256.59
CADD/GIS Technician I	\$121.74
CADD/GIS Technician II	\$142.86
Designer I	\$109.52
Designer II	\$137.03
Designer III	\$167.83
Engineer I	\$173.16
Engineer II	\$203.82
Engineer III	\$225.38
Engineer IV	\$217.09
Principal Engineer	\$297.40
Principal in Charge	\$297.40
Project Manager	\$232.79
Quality Manager	\$229.10
Right of Way Specialist	\$231.70
Sr. Project Manager	\$249.24
Task Manager	\$245.55
Project Administration	\$116.41

<b>*SUBCONTRACTOR - JACOBSEN/DANIELS ASSOCIATES, LLC (SAFETY RISK MANAGEMENT)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
<b>Director</b>	<b>\$320.00</b>
Managing Consultant	\$221.71
Senior Consultant	\$221.71
Consultant	\$194.40
Analyst	\$195.00
Project Assistant	\$116.41
Administrative Assistant	\$116.41

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

<b>*SUBCONTRACTOR - JEFF OVIEDO &amp; ASSOCIATES (PROJECT &amp; CONSTRUCTION MANAGEMENT)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$253.98
Sr Project Manager	\$214.14
Project Manger	\$189.24
Sr Project Engineer	\$174.30
Project Engineer	\$159.36
Sr Project Planner	\$184.26
Project Planner	\$174.30
Jr Project Planner	\$144.42
Sr Civil Engineer	\$184.26
Civil Engineer	\$174.30
Jr Engineer	\$119.17
QA/QC Manager	\$179.28
Sr Construction Manager	\$209.16
Construction Manager	\$189.24
Project Administrator/Clerical	\$94.62
Sr. Scheduler	\$189.24
Scheduler	\$169.32
Sr. Cost Estimator	\$189.24
Cost Estimator	\$169.32

<b>*SUBCONTRACTOR - LEAN TECHNOLOGY CORPORATION (ELECTRICAL, POWER &amp; NAVAIDS ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Electrical Engineer	\$297.40
Chief Aeronautical Engineer	\$306.62
Senior Electrical Engineer	\$212.59
Senior Aeronautical Engineer	\$178.86
Senior Project Manager	\$204.41
Engineer III	\$140.53
Architect II	\$108.95
Engineer I	\$95.80
Designer	\$66.43

<b>*SUBCONTRACTOR - PBS ENGINEERS, INC. (MEP ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$195.94
Sr Project Manager	\$167.96
Project Manger	\$160.55
Sr Project Engineer	\$148.20
Project Engineer	\$142.02
Sr Electrical Engineer	\$148.20
Electrical Engineer	\$140.80
Sr Mechanical Engineer	\$172.18

**ATTACHMENT – C**

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

Mechanical Engineer	\$148.20
QA/QC Manager	\$219.68
Sr CADD Designer/GIS	\$148.20
CADD Designer/GIS	\$113.62
Project Administrator/Clerical	\$66.69

<b>*SUBCONTRACTOR - ROSS &amp; BARUZZINI, INC. (SPECIAL SYSTEMS AND BAGGAGE HANDLING SYSTEMS ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$309.95
Sr Project Manager	\$217.09
Project Manger	\$181.80
Sr Project Engineer	\$217.09
Sr Security Engineer	\$216.96
Principal Consultant	\$203.27
Sr Systems Designer	\$167.40
BHS & Modeling/SIM	\$189.30

<b>*SUBCONTRACTOR - TATSUMI &amp; PARTNERS, INC. (LANDSCAPE ARCHITECTURE)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Senior Principal	\$288.42
Senior Associate	\$177.91
Senior Technical Staff	\$132.83
Senior Designer	\$132.83
Technical Staff III	\$117.65
Technical Staff III	\$114.76
Technical Staff III	\$92.60

<b>*SUBCONTRACTOR - TRANSTEC GROUP, INC. (NON-DESTRUCTIVE TESTING AND ANALYSIS)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer	\$310.50
Senior Engineer	\$217.09
Project Engineer	\$155.25

<b>*SUBCONTRACTOR - VCA ENGINEERS, INC. (CIVIL AND STRUCTURAL ENGINEERING SERVICES)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$219.38
Project Manager	\$206.35
Sr. Project Engineer	\$187.90
Project Engineer	\$137.35
Civil Engineer	\$135.75
Sr. CADD Designer	\$123.33

Note: 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.

Note: 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.

- 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

*County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.*

*MA-080-23010491*

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

Invoices and support documentation are to be forwarded to:

**TBA – Per Task Order**

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

(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)

1. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Pearse Melvin, P.E.	Project manager	33	22	PE in California C63346
Sarah Lujan, P.E.	Deputy Project Manager (Airside)	11	11	PE in California C88178
Bob Hamilton, P.E.	Deputy Project Manager (Terminal/Landside)	17	12	PE in California #76981 PE in Nevada #021199 PE in Washington #21001378
J.J. Morton, P.E.	Principal-in-Charge	25	22	PE in Illinois #062062086 PE in Tennessee #00108426 PE in Arkansas #13371 PE in Michigan #6201053006 PE in Mississippi #19049
Zach Tait, P.E.	Quality Control/Quality Assurance	19	17	PE in California #C82940
Jack Roberts, P.E.	Airside – Task Lead	18	3	PE in California #77308 PE in Nevada #028241 ENVSP #45005
John Mares, AIA	Terminal Improvements – Task Lead	36	17	CA Arch #C20542 CASp #847

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**

*County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.*

*MA-080-23010491*

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***Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works 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 OC Public Works 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.

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County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

## 2. SUBCONSULTANT(S) (IF APPLICABLE)

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

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DVBE If Yes, enter DVBE Certification Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Gross Receipts Category (Table 1 on following page)	Age of Firm (Years)
Arellano Associates 5851 Pine Avenue, Suite A, Chino Hills, CA 91709	5851 Pine Avenue, Suite A Chino Hills, CA 91709	Genoveva L. Arellano, Principal GArellano@arellanoassociates.com (909) 627-2974	Public Outreach/ Stakeholder Engagement	N/A	1000446549		41199	44382704	5	27
Bess Testlab, Inc. 2463 Tripaldi Way, Hayward, CA 94545	2463 Tripaldi Way, Hayward, CA 94545	Donald Whitman, 408.988.0101	Underground Utilities	817532	1000007058		34267	UEI: 9NSDE6YKRB3	7	26
Burns Engineering Inc., 5901 Century Boulevard, Suite 1560, Los Angeles, CA 90045	5901 Century Boulevard Suite 1560, Los Angeles, CA 90045	Brian Phillips, 215-370-5142	Technology/ Security Engineering	N/A	PW-LR-1000540135		NO	NO	7	65
Corgan Associate, Inc., 401 N. Houston St., Dallas, TX 75202	5800 Bristol Pkwy Suite 640 Culver City, CA 90230	John Mares, 310.873.3603	Architecture	CA Architect License C20542	PW-LR-1000574594		N/A	N/A	7	84



## ATTACHMENT – C

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

Currier & Company, Inc. 13323 W Washington Boulevard, Suite 206, Los Angeles, CA 90066	13323 W Washington Boulevard, Suite 206, Los Angeles, CA 90066	Jonathan Currier, 310.422.8062	Aviation Fueling Design and Consulting	N/A	N/A		N/A	DUNS #078447642	4	11
CWE, 1561 E Orangethorpe Avenue Suite 240, Fullerton, CA 92831	1561 E Orangethorpe Avenue Suite 240, Fullerton, CA 92831	Vik Bapna, 714.526.7500 Ext. 212	Civil Engineering, Water Resources, Environmental Engineering, Stormwater Management	52060	1000032639		N/A	62-338-5296	6	16
Diaz Consultants, Inc. (dba Diaz Yourman & Associate), 1616 E 17th Street, Santa Ana, CA 92705	1616 E 17th Street, Santa Ana, CA 92705	Clint I. Isa, 714.245.2920	Geotechnical Engineering	N/A	1000009311		20160	80-880-2649	4	29
HDR Engineering, Inc., 1917 S 67th Street, Omaha, NE 68106	3230 El Camino Real # 200, Irvine, CA 92602	Kash Hadipour, 213.239.5826	Civil and Traffic Engineering Support for Air and Landside Improvements	N/A	1000018262		N/A	N/A	7	105
Jacobsen/Daniels Associates, LLC 121 Pearl St. Ypsilanti, MI 48197	6033 W. Century Ste 830 Los Angeles, CA 90045	Jacob Sotsky 502-851-4248	CSPP/SMS/SRMP Support	N/A	1000009311		20160	80-880-2649	4	29

## ATTACHMENT – C

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

Jeff Oviedo & Associates 260 Newport Center Drive, Suite 100, Newport Beach, CA 92660	260 Newport Center Drive, Suite 100, Newport Beach, CA 92660	Jeff Oviedo, 714.336.0686	Project and Construction Management	N/A	1000060227		CUCP #39774	N/A	3	26
LEAN TECHNOLOGY CORPORATION 20 EXECUTIVE CIRCLE, IRVINE, CA 92612	TECHNOLOGY CORPORATION 20 EXECUTIVE CIRCLE, IRVINE, CA 92612	DORON LEAN, 310-310-5912	ELECTRICAL ENGINEERING	N/A	1000049361		N/A	79900172	5	19
Lerch Bates, 2335-115 E Colorado Boulevard, Suite 885, Pasadena, CA 91107	2335-115 E Colorado Boulevard, Suite 885, Pasadena, CA 91107	Gary LeGrand, 818.200.9507	Vertical Transportation	N/A	PW-LR-1000565781		N/A	N/A	7	76
PBS Engineers, Inc. 2100 E Route 66, Suite 210, Glendora, CA 91740	2100 E Route 66, Suite 210, Glendora, CA 91740	Kunal Shah, 626.650.0350	MEP Engineering	E-17249	1000041445		36091	13-465-6953	6	19
Ross & Baruzzini, 6 S Old Orchard, St. Louis, MO 63119		Ihab Osman, 800.404.7677	Special Systems and Baggage Handling Systems Engineering	C2747722	PW-LR-1000621747		N/A	N/A	7	69
Tatsumi and Partners, Inc., 49 Discovery, Suite 120,	49 Discovery, Suite 120, Irvine, CA 92618	David Tatsumi, 949.453.9901	Landscape Architecture	N/A	1000007452		4570	N/A	3	37

## ATTACHMENT – C

County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.

MA-080-23010491

Irvine, CA 92618										
The Transtec Group, Inc., 6111 Balcones Drive, Austin, TX 78731		Jesse Kwilosz, 512.451.623 3	Non- Destructive Testing (NDT) and Analysis	C3888142	1000052986		Pending	803534833	4	22
VCA Engineers, 1041 S Garfield Avenue, Suite 210, Alhambra, CA 91801	1041 S Garfield Avenue, Suite 210, Alhambra, CA 91801	Virgil C. Auanan, 323.729.609 8	Civil and Structural Engineering Services	C36079, S3903	1000030501		Metro File #4560	N /A	5	19

*County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.*

*MA-080-23010491*

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**TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES**

<b>Annual Gross Receipt (Most recent fiscal year)</b>	<b>Gross Receipts Category</b>
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7

**ATTACHMENT – C**

*County of Orange, OC Public Works  
Kimley-Horn and Associates, Inc.*

*MA-080-23010491*

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**MONTHLY REPORT OF DBE PARTICIPATION FOR THE MONTH OF:**

**Submitted By:  
Name of Firm:**

<b>NAME AND ADDRESS OF DBE FIRM</b>	<b>CONTACT PERSON AND PHONE NUMBER</b>	<b>SUBCONTRACTING ITEM</b>	<b>TOTAL COMMITMENT</b>	<b>CURRENT MONTH PAYMENTS</b>	<b>CONTRACT TO-DATE PAYMENTS</b>

**CONTRACT**

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered **MA-080-23010492**, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and **RDM International, Inc.**, Virginia 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-080-23010492** Scope of Work for On-Call Airport Architectural Engineering Design Services, hereinafter referred to as “Attachment A;” 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 Christopher S. Decker, F.ASCE 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, OC Public Works 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, attached hereto and incorporated herein by reference. 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 three (3) years, commencing December 6, 2022 through December 5, 2025 with Board of Supervisor approval, with a **MAXIMUM ALLOWABLE COMPENSATION OF FIVE MILLION DOLLARS (\$5,000,000)**, with the option to renew for two (2) additional one-year terms, with Board approval; 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.

**2.2.3** The A-E shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

**2.2.4** A-E shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of A-E is in the exclusive possession of another who fails or refuses to furnish this information, A-E shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

## **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** 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.
- 3.2** 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.
- 3.3** 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.

**3.4** 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
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
Environmental/Pollution Liability* <i>*(Optional coverage to be required only when hazardous materials are involved. If required, A-E will be notified by County).</i>	\$1,000,000 per claims made or occurrence

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 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. *(Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County)*. The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement naming the *County of Orange and their respective elected and appointed officials, officers, employees and agents* as Additional Insureds.
  - b. A primary non-contributing endorsement 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.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
4. 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.
5. 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.
6. 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.
7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

9. 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.
10. 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 County. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
11. 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.
12. 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**

**4.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County 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.**

**4.2 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.**

#### **4.3 Indemnification**

**A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County 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.**

#### 4.4 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.**

#### 4.5 Compliance with Laws

4.5.1 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.

4.5.2 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 County, County shall have the right to terminate this County 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 County, 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 County, County may at any time, and without cause, terminate this County 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 County.

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** Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in 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, proposals, 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** 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 artwork, 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 spokesperson 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, timecards 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: RDM International, Inc.  
180 Promenade Circle, Suite 300,  
Sacramento, CA 95834  
Attn: Peter Yip, PE  
Phone: 703-709-2540  
E-mail: [pckyip@rdmintlinc.com](mailto:pckyip@rdmintlinc.com)

For COUNTY: County Department/ OC Facilities Design & Construction Management  
601 N. Ross Street, 4th Floor,  
Santa Ana, CA 92701  
Attn: Charlene Del Mundo  
Phone: 714-667-4928  
E-mail: [charlene.delmundo@ocpw.ocgov.com](mailto:charlene.delmundo@ocpw.ocgov.com)

County of Orange, OC Public Works  
RDM International, Inc.

MA-080-23010492

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cc: OC Public Works Procurement Services  
601 N. Ross Street  
Santa Ana, CA 92701  
Attn: Daisy Corona  
Phone: 714-667-9643  
E-mail: [Daisy.Corona@ocpw.ocgov.com](mailto:Daisy.Corona@ocpw.ocgov.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 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](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

## **6.31 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.

## **6.32 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.

## **6.33 Payroll Records**

**6.33.1** 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.

**6.33.2** 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.

**6.33.3** 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.

**6.33.4** 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.

**6.33.5** 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.

**6.33.6** 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.

**6.33.7** 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](http://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.

**6.34 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.

### 6.35 Apprentices

- 6.35.1** 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.
- 6.35.2** 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.
- 6.35.3** 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.
- 6.35.4** 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.

### 6.36 Safety

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). A-E shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

## 7. **FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS**

This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract, therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan, and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, will apply. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and is subconsultant to comply.

### 7.1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of

their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **7.2 GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **7.3 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

**7.4 Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**7.5 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**7.6 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**7.7 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor (County) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**7.8 Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor (County) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**7.9 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor (County) or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**7.10 Contractor** is required to insert the above paragraphs one through six in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.11 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**7.12** Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.13 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**7.14 DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages
- 4) Disqualifying the Contractor from future bidding as non-responsible

Contractor is required to insert the above language required under §26.13 in each subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**Reporting Requirements.** The Contractor shall provide all information and reports required by the County, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with the regulations or directives. If you include a DBE in the bid, monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified in Attachment D.

**Commercially Useful Function.** The Contractor and its subcontractors shall cooperate and comply with any audits, inspections, or requests for information, required by the County to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

**Compliance.** All Contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligations, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the County.

**7.15 DBE Goal.** The County has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 6.3% for the utilization of firms owned and controlled by socially and economically disadvantaged persons. The DBE goal applicable to subsequent periods will be posted at <https://www.ocair.com/business/business-opportunities/dbe-acdbe/>. Bidders are not required to submit Good Faith Effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California Unified Certification Program database at <https://californiaucp.dbesystem.com/>.

**Eligibility of DBEs.** Any firm wishing to qualify as a DBE is invited to apply for certification from the California Unified Certification Program (CUCP). Information and instructions for applying for DBE certification may be found at <https://dot.ca.gov/programs/civil-rights>.

## 7.16 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving,” (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**7.17 ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, *et seq.*).

**7.18 CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**7.20 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**7.21 SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**8. AIRPORT REQUIREMENTS: AIRPORT SECURITY AND ID BADGE REQUIREMENTS**

Contractor, Contractor’s employees and Contractor’s subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

**A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA’s security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport’s template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.
11. Contractor’s designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
  - i. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the

- organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate one (1) hour course initially and annually
- ii. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate one and one half (1.5) hour course and pass a written test.
  - iii. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
  - iv. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate one (1) hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
  - v. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
  - vi. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
  - vii. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
  - viii. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
    - STA Fee: Approximately \$11.00
    - Fingerprint/CHRC Fee: Approximately \$31.00
    - ID Badge Fee: Approximately \$10.00
    - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
  - ix. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

- B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

- C. Airport ID 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 badged 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 Manager 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.

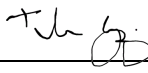
*County of Orange, OC Public Works  
RDM International, Inc.*

*MA-080-23010492*

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

**RDM INTERNATIONAL, INC.**  
a Virginia Corporation,

Date: 11/2/2022

By:   
Signature

Peter Yip, PE, President  
Print Name & Title

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

Date: 11/2/2022

By: Christopher Decker, PE  
Signature

Christopher Decker, PE, 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: \_\_\_\_\_

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

By: Christine Nguyen, Deputy County Counsel  
Deputy

Print Name: Christine Nguyen, Deputy County Counsel

Date: 11/3/2022



**Attachment A: Scope of Work****I. INTRODUCTION**

OC Public Works requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer Design, Project Administration and Management Services for various Airport related 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 a shortlist for **On-Call Airport Architectural Engineering Services** for use by Orange County on an "as-needed" basis. While the primary use of this contract is generally intended for task orders related to John Wayne Airport (JWA), the use of this Contract is not specifically restricted to JWA. 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 five million dollars (\$5,000,000).

The on-call A-E must be able to respond to a variety of emergency conditions occurring on the airfield and throughout airport facilities that could disrupt air carriers, general aviation, and/or essential facilities at JWA. A-E working under the on-call agreement shall be available on short notice (less than two hours) to respond to emergency conditions on the airfield and/or at essential facilities at JWA. Conditions that could interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and JWA.

**This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this Contract. The terms in Section 6.37 through 6.50 are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the Consultant and its subconsultant(s) to comply.**

The project list is a sample set of projects anticipated to be completed utilizing the Airport A/E Services On-Call contracts and by no means should be considered comprehensive.

**P No Description**

- P404 Airport Power Generation and Distribution Upgrades
- P416 Parking Structures A1, A2, & B2 Repairs
- P423 Airport-wide Building Automation System
- P424 Taxiways A - D - E Reconstruction
- P425 Radio Frequency ID System (RFID)
- P428 Exterior Lighting Improvements
- P429 Main Street Parking Lot Restroom Renovation
- P431 Taxi Lot Restroom Facility
- P433 BEDS Facility Improvements
- P436 Terminal Apron Improvements
- P437 Terminal Wi-Fi Improvements
- P438 General Aviation Infrastructure Improvements
- P439 Bldg. 3160 Reception Area Security Improvements
- P440 Facility Accessibility Improvements
- P442 Terminal A and B Inbound Baggage System Improvements
- P444 TNC Access Improvement
- P445 Airport Signage and Wayfinding Update
- P449 Centralized Post-Security Receiving and Storage Facility
- P450 Biffy Dump Redesign
- P451 EV Charging Infrastructure (Main St. & T-Lot)

P452 Plumbing Infrastructure Replacement  
 P453 Methacrylate Road Protection Coating  
 P454 Electric Bus Driveway Modifications  
 P457 Common Use Passenger Processing System Replacement  
 P458 Building 366 Improvement  
 P459 Terminal Grease Interceptor Remove & Replacement  
 P460 Concessions Infrastructure Phase II  
 P461 Perimeter Fence Enhancement  
 P462 Terminal C Lower Roadway Safety Enhancements  
 P463 CUP Water Treatment System Upgrades  
 P464 Misc. CUP Improvements  
 P465 Terminal Mechanical System Improvements  
 PZ01 PARCS Replacement  
 PZ02 Terminal Elevator/Escalator Replacement  
 PZ04 Maintenance Laydown Yard  
 PZ05 Stormwater Runoff Collection & Treatment & Erosion Control  
 PZ06 EV Charging Infrastructure (Parking Structures and 3160 & 3180)"  
 PZ09 Airfield Perimeter Security Improvements  
 PZ10 Airfield Runway 2L/20R Rehabilitation  
 PZ17 MPOE Improvements  
 PZ18 Stormwater NEC Projects  
 TBD BHS Infrastructure Improvements  
 TBD Cooling Tower Water Treatment  
 TBD Eastside Restricted Access Road Relocation  
 TBD Concessions Receiving and Screening Area  
 TBD Terminal Flooring and Carpet replacement  
 TBD Terminal Infrastructure Improvement Plan  
 TBD Terminal Space Optimization & Improvement  
 TBD Terminal Roof Replacement

## II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by County Project Management 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 shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, traffic engineers, surveyors, estimators, special inspection, construction managers, geotechnical engineers, airport planners and architects, etc.

The A-E shall be responsible for the preparation of comprehensive building assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the Contract Task Order (CTO). In the preparation of construction drawings and specification, the A-E shall also be responsible for:

- A. Obtaining data by reviewing record drawings, visiting the site of the construction and by conferences with the User/Client and facility maintenance staff or by other actions as necessary to develop the design.
- B. Checking of shop drawings, submittals, materials, and other data submitted by the Construction Contractor for approval.
- C. Furnishing consultation and advice to County to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project.
- D. Space planning, programming and code compliance review and upgrades; Peer review of Tenant Improvement projects.
- E. The meeting of submittal dates included in the *Scope Statement* of the Contract Task Order, including the work of consultants.
- F. Coordination with various agencies having authority of jurisdiction for planning services, entitlement, fire life safety, CEQA, ADA, etc.
- G. Construction administration services, testing and commissioning.
- H. Close out services, as-built plans, material lists, project acceptance, etc.
- I. The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical/plumbing, and other design features.
- J. Other services as specifically included in the Contract Task Order related to project Initiation, Planning/Design, Bid/Award, Construction and Closeout.

The A-E shall restrict themselves to the *Scope Statement* of the Contract Task Order. Any changes in the *Scope Statement* shall require prior written authorization by County.

### 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 County Project Management staff. The County Project Manager 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 current edition of the Architect-Engineer Guide.

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 County Project Management 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 County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.

### IV. SCOPE OF WORK – AIRPORT ARCHITECTURAL ENGINEERING SERVICES

In general, the A-E shall provide engineering and professional services for various airport related studies, projects, and investigations in accordance to the current edition of the Architect-Engineer Guide. A-E professional services shall include, but are not limited to, the following examples of airport related tasks:

- A. Preliminary and Program Phase
  1. Perform engineering evaluation, feasibility studies and/or design for airport facilities and infrastructure per local, state, County Airports, and FAA standards /guidelines, including but not

limited to airfield pavements, airfield lighting systems, NAVAIDs, baggage handling systems, roadways, bridges, security systems, technology, fueling, and any other associated airport related facilities/infrastructure within airside, landside, terminal and airspace.

2. Coordinating with the County on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
3. As applicable, coordinating project with County personnel and other interested stakeholders, such as FAA, to identify potential impacts to their operations.
4. Manage and prepare environmental documents for CEQA and NEPA.
5. Perform review of General Aviation Improvement project plans and when required, perform assessment to ensure proposed projects are consistent with approved environmental clearance documents.
6. Peer review of submitted plans and specifications of airport projects.
7. Perform Independent Fee Estimate (IFE) for a variety of projects.

#### B. Design Phase

1. Airport Engineering support services may include, but are not limited to the following:
  - i. Updating and Maintaining Airport Layout Plan and assist JWA with keeping compliance with Airport Certification (Part 139) compliance.
  - ii. Provide Aviation Forecasting and analysis of Airport capacity and Delay.
  - iii. Assist JWA with Strategic Planning.
  - iv. Assist JWA with assessing and providing recommendations on Commercial Aeronautical Activities.
  - v. Perform evaluations and simulations of airport terminal, airside and landside processes and systems to assess constraints, modifications, and other what-if scenarios.
  - vi. Design of airport facilities and supporting building systems.
  - vii. Design of the removal, relocation, or addition of walls and doors in airport buildings.
  - viii. Prepare Certified Access Specialist report and remedy ADA compliance issues.
  - ix. Use of value engineering for Engineering and Design of Airport Grant Projects
2. Transportation and Traffic support services may include, but are not limited to the following:
  - i. Perform traffic analysis pertaining to traffic congestion, hazards, and parking conditions at JWA.
  - ii. Prepare traffic control plans and/or bridge striping and striping plans.
  - iii. Provide traffic signal studies for design and preparation of traffic impact studies for airport development projects.
  - iv. Provide various traffic research and inspection reports as required by JWA.
  - v. Review code variance for traffic access and approve or recommend corrective actions.

- vi. Direct, coordinate, supervise, and review the collection, tabulation and analysis of traffic information pertaining to traffic congestion, hazards, and parking conditions.
  - vii. Plan, organize, and direct programs for the development and implementation of traffic control systems, methods and devices.
  - viii. Design projects for the implementation of traffic control systems, signage and parking functions.
  - ix. Plan and design of parking facilities.
  - x. Evaluate and recommend parking access and revenue control systems.
  - xi. Plan and design of overhead roadway signs.
  - xii. Plan and design of street lighting poles.
  - xiii. Plan and design new projects such as roads, storm drains and waste management systems.
  - xiv. Perform Aircraft parking and movement analysis and design.
3. Structural support services may include, but are not limited to the following:
- i. Inspection and analysis of buildings or other structures for existing conditions relative to current seismic design and construction requirements with recommendations for retrofitting if needed.
  - ii. Assess various loads acting on a building or other structure, including dead loads, imposed loads, wind loads, and others in accordance with the relevant safety specifications.
  - iii. Select suitable structural systems to carry these loads safely to the foundation depending on the nature of the soil.
  - iv. Calculate the dimensions of beams, columns, slabs, walls, foundations, staircases, lift wells, etc. in accordance with the relevant standard specifications.
  - v. Plan review for seismic and foundation requirements.
4. Environmental support services may include, but are not limited to the following:
- i. Electrical Vehicle charging
  - ii. Central Plant Emissions
  - iii. CUP chilled water treatment system
  - iv. FOG Management
  - v. Storm Water Management (storm drain design, hydrology, etc.)

C. Engineering Construction Management/Construction Support Services include, but not limited to:

- 1. Observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
- 2. Provide full time or part time quality assurance and inspection services during the duration of the project as required by the nature of the ongoing construction activities, to ensure that the work is proceeding according to the construction contract documents.

3. Notify the County if problems, disputes, or changes arise during the course of construction.
4. Coordinate and supervise subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
5. Assist the project team with construction surveying to identify the limits of work, determine elevations and grades, locate physical features discovered during the course of construction, and calculate quantities of materials either removed or utilized on the project.
6. Conduct Federal wage rate surveys to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The consultant will submit the wage rate survey records to the County for review.
7. Provide labor compliance services for federally funded project.
8. Provide support for FAA grant administration.
9. Prepare FAA monthly inspection reports and quarterly performance reports.
10. Assess and provide recommendations in response to Airport Safety Inspections.
11. Safety Oversight duties and responsibility 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 candidate and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations, County, and FAA services, safety, and health rules governing the conduct of its employees, agents, and subconsultants; accompany Federal inspectors during OSHA on-site inspections and interview; consult with client management on walk-throughs, and develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.
12. Preparing Construction Safety and Phasing Plan (CSPP).

#### D. Project Coordination

1. A-E professional services may include design and related construction administration services for Alternate Project Delivery Methods for Job Order Contracting (JOC), Construction Manager At-Risk (CMAR), Design-Build, and Design-Bid-Build.
2. Responsible for administrative duties, such as prepare written reports, present information to JWA, OCPW, and when required, Airport Commissioners, Board of Supervisors, and other agencies, provide progress reports, and perform stakeholder/agency coordination.
3. Participate in public information and community involvement activities, if necessary.
4. Provide new Building Information Models (BIM) and modify existing BIM of airport facilities and supporting building systems.
5. Provide Geographical Information Systems (GIS) and modify existing GIS of airport facilities and supporting building systems.

#### E. FAA/Stakeholder Coordination

1. A-Es must have experience, knowledge, and familiarity with Airport Capital Improvement Program (CIP) related to Airports. A-Es will need to provide technical, administrative, management and related services to coordinate scheduled activities and responsibilities in support

of the CIP. These services shall include but are not limited to assist with creating Airport Capital Improvement Plan, Engineering and Design, when requested, for airfield and FAA grant projects.

2. Facilitate grant compliance.
3. A-Es may act as owner's representative in coordination with FAA.
4. Perform project research, identify projects, and prepare competitive grant applications to help fund environmental, engineering, construction, taxiways and mitigation phases of various Airport projects.
5. Ensure compliance of grant funded projects with Federal, State and local grant requirements to maintain funding eligibility.
6. Provide technical support in preparing grant reimbursement packages.
7. Oversee and/or provide consultation on project delivery processes for federal funded projects.
8. Facilitate negotiations with Regulatory Agencies.
9. Prepare grant amendment request and associated justifications, if applicable.
10. Report on DBE participation, if applicable.
11. Perform calculation of project specific Disadvantaged Business Enterprises contract goals and coordinate submittal for review by the State.
12. Experience with filing Form 7460-1s or FAA regulated reviews via Obstruction Evaluation/Airport Airspace Analysis (OE/AAA).

**F. Contract Administration**

A-E is and will be relying strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. A-E shall advise County of any need for securing any tests, analyses, studies, reports, or services in connection with assigned work and the management thereof. Except as expressly set forth in this Agreement, County is not making and has not made any warranty or representation with respect to site conditions or limitations.

**G. Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the County.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

**Attachment B: Cost/Compensation****I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for a shortlist for **On-Call Airport Architectural Engineering 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 amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the 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:**

<b>RDM INTERNATIONAL, INC.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$298.52
Sr Project Manager	\$276.07
Project Manager	\$267.16
Sr Project Engineer	\$246.71
Project Engineer	\$132.61
Sr Project Planner	\$224.17
Project Planner	\$134.16
Jr Project Planner	\$104.50
Sr Civil Engineer	\$267.16
Civil Engineer	\$132.61
Jr Engineer	\$105.39
Sr Electrical Engineer	\$253.29
Electrical Engineer	\$202.73
Sr Structural Engineer	\$224.64
Structural Engineer	\$135.95
QA/QC Manager	\$246.71
Sr Construction Manager	\$190.75
Construction Manager	\$163.97
Sr CADD Designer/GIS	\$132.61
CADD Designer/GIS	\$110.55
GIS Analyst	\$124.00
Project Administrator/Clerical	\$101.04
Senior Pavement Engineer	\$224.64
Pavement Engineer	\$125.69



County of Orange, OC Public Works  
RDM International, Inc.

MA-080-23010492

<b>*SUBCONTRACTOR - MEAD &amp; HUNT, INC.</b>	
(Architectural Engineering, Structural Engineering, Mechanical Engineering, Environmental Support, IT & Security Systems, FAA Coordination, Civil Engineering Support, and Airport Planning Support)	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Administrative Assistant	\$86.61
Technician II	\$86.64
Technician III	\$151.00
Senior Technician	\$151.00
Engineer/Architect/Planner I	\$111.73
Engineer/Architect/Planner II	\$118.37
Engineer/Architect/Planner III	\$137.12
Resident Project Representative	\$140.97
Senior Engineer/Architect/Planner	\$186.83
Project Engineer/Architect/Planner	\$181.00
Sr Project Engineer/Architect/Planner	\$225.14
Senior Associate, Sr Client Proj Mgr	\$265.00

<b>*SUBCONTRACTOR- ROSS &amp; BARUZZINI, INC.</b>	
(Baggage Handling Systems, Airport Information Systems, Security Consulting and Access Control)	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$303.61
Sr Project Manager	\$209.74
Project Manger	\$181.79
Sr Project Engineer	\$240.00

<b>*SUBCONTRACTOR - GEOMETRICS ENGINEERING P.S. INC.</b>	
(Geotechnical Engineering Services, Material Testing and Construction Support Services)	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$245.37
Sr Project Manager	\$184.05
Project Manger	\$165.88
Sr Project Engineer	\$186.30
Project Engineer	\$140.36
Civil Engineer	\$140.36
Jr Engineer	\$102.08
Sr Construction Manager	\$184.05
Construction Manager	\$165.88
Sr CADD Designer/GIS	\$114.84
CADD Designer/GIS	\$89.32
Project Administrator/Clerical	\$84.22

County of Orange, OC Public Works  
RDM International, Inc.

MA-080-23010492

<b>*SUBCONTRACTOR- ARELLANO ASSOCIATES, LLC</b> (Public Outreach, Strategic Planning)	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Principal	\$296.88
Sr Project Manager	\$173.18
Project Manger	\$160.81
Deputy Project Manager	\$155.86
Tech/Creative Lead	\$125.00
Senor Project Coordinator	\$111.33
Project Coordinator	\$91.54
Assistant Project Coordinator	\$59.38

<b>*SUBCONTRACTOR - LEAN TECHNOLOGY CORPORATION</b> (ELECTRICAL, POWER & NAVAIDS ENGINEERING)	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Principal Electrical Engineer	\$297.40
Chief Aeronautical Engineer	\$306.62
Senior Electrical Engineer	\$212.59
Senior Aeronautical Engineer	\$178.86
Senior Project Manager	\$204.41
Engineer III	\$140.53
Architect II	\$108.95
Engineer I	\$95.80
Designer	\$66.43

<b>*SUBCONTRACTOR- LEAN TECHNOLOGY CORPORATION</b> (Electrical Engineering Design Services)	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Principal Electrical Engineer	\$326.00
Chief Aeronautical Engineer	\$306.62
Senior Electrical Engineer	\$212.59
Senior Aeronautical Engineer	\$178.86
Senior Project Manager	\$204.41
Engineer III	\$140.53
Architect II	\$108.95
Engineer I	\$95.80
Engineer I	\$95.80
Designer	\$66.43

<b>*SUBCONTRACTOR- WAGNER ENGINEERING AND SURVEY, INC.</b> (Land Survey, Stormwater Management)	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Principal Engineer/Surveyor /PM	\$314.34
Deputy Project Manager	\$261.00
Survey Manager	\$226.85
Right-of-Way Manager	\$184.87

County of Orange, OC Public Works  
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MA-080-23010492

Sr. Civil Engineer	\$213.94
Project Surveyor	\$167.73
Survey Technician III	\$143.16
Survey Technician II	\$132.14
Survey Technician I	\$113.56
Sr. Party Chief, PLS	\$183.85
Certified Party Chief	\$180.86
Party Chief	\$174.71
Instrumentman/Assistant Survey Mgr.	\$164.53
Chainman	\$162.79
Survey Apprentice	\$131.09

Note: 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.

Note: 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 postconstruction 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.

- 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

Invoices and support documentation are to be forwarded to:

**TBA – Per Task Order**

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

*County of Orange, OC Public Works  
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*MA-080-23010492*

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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

(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/Certifica tions (include license number)
Chris Decker (RDM)	Project Manager	30	16	F.ASCE / PE (non- CA)
Shirin Mathakari (RDM)	Civil Design Manager	16	14	PE - 87070
Doron Lean (LEAN)	Electrical Design Manager	26	26	PE - 19808
Tim Dacey (Mead & Hunt)	Project Architect	24	5	AIA - C35197
Aaron Koch (Mead & Hunt)	Lead Mechanical Engineer	23	12	PE - 39091 / CEM / LEED AP
David Stromberg (RDM)	Quality Control Manager	20		PMP / ENV SP / PE (non-CA)
Chuck McCormick (Mead & Hunt)	FAA Coordination	33		Private Pilot Certificate
Tom Lee (RDM)	Civil Engineer	27		PE (non-CA)
Brian Witaconis (RDM)	Airport Planning Lead	18		Small Unmanned Aircraft System (UAS) Certificate
Rick Boyd (RDM)	Construction Lead	30		N/A

County of Orange, OC Public Works  
RDM International, Inc.

MA-080-23010492

Howard Scheffler (Ross & Baruzzini)	Baggage Handling System Lead	35		PE (non-CA)
Jori Lemmon (Mead & Hunt)	Structural Engineer	18		SE-5844 / PE- 72331

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 OC Public Works 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 OC Public Works 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.

County of Orange, OC Public Works  
RDM International, Inc.

MA-080-23010492

**2. SUBCONSULTANT(S) (IF APPLICABLE)**

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

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DVBE If Yes, enter DVBE Certification Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Gross Receipts Category (Table 1 on following page)	Age of Firm (Years)
Mead & Hunt, Inc. - 3110 East Guasti Road, Suite 330, Ontario CA 91761	3110 East Guasti Road, Suite 330 Ontario, CA 91761	Chuck McCormick - 909.467.8576	Architecture / FAA Coordination / Mechanical Engineering / Structural Engineering / IT & Security Lead / Environmental Support / Civil Engineering Support / Planning Support	N/A	1000012564				7	122
Ross & Baruzzini - 6 South Old Orchard, St. Louis MO 63119		Ihab Osman - 800.404.7677	Baggage Handling System / Airport Information Systems / Security Consulting / Access Controls	C2747722	PW-LR-1000621747				7	69



**ATTACHMENT – D**

*County of Orange, OC Public Works  
RDM International, Inc.*

*MA-080-23010492*

Lean Technology Corporation, Inc. - 20 Executive Park, Suite 155, Irvine CA 92614	20 Executive Park, Ste. 155 Irvine, CA 92614	Doron Lean - 310.310.5912	Electrical Engineering	N/A	1000049361		NO	079900172	4	19
Geometrics Engineering PS, Inc. - 12835 NE Bel Red Road, Bellevue WA 98005		Abhijit Bathe - 206.739.7399	Geotechnical Engineering / Materials Testing / Construction Support	N/A	1000044618		42932		4	7
Arellano Associates, LLC - 5851 Pine Avenue, Suite A, Chino Hills, CA 91709	5851 Pine Avenue, Ste. A Chino Hills CA 91709	Genoveva Arellano - 909.627.2974	Public Outreach / Strategic Planning	N/A	1000446549		41199	944382704	5	27
Wagner Engineering and Survey, Inc. - 17134 Devonshire Street, Suite 200, Northridge CA 91325	17134 Devonshire St., St. 200 Northridge, CA 91325	Stephanie Wagner - 818.892.6565	Survey / Stormwater Management & Design	CA LS# 5752 (Stephanie A. Wagner)	1000005036		CUCP DBE# 9094	624041505	4	32

**TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES**

<b>Annual Gross Receipt (Most recent fiscal year)</b>	<b>Gross Receipts Category</b>
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7

*County of Orange, OC Public Works  
RDM International, Inc.*

*MA-080-23010492*

**MONTHLY REPORT OF DBE PARTICIPATION FOR THE MONTH OF:**

**Submitted By:**

**Name of Firm**

<b>NAME AND ADDRESS OF DBE FIRM</b>	<b>CONTACT PERSON AND PHONE NUMBER</b>	<b>SUBCONTRACTING ITEM</b>	<b>TOTAL COMMITMENT</b>	<b>CURRENT MONTH PAYMENTS</b>	<b>CONTRACT TO-DATE PAYMENTS</b>

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**CONTRACT**

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered **MA-080-23010493**, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” or “Owner,” and **Rivers & Christian**, California Corporation, hereinafter referred to as “A-E,” “Contractor” or “Consultant,” 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-080-23010493** Scope of Work for On-Call Airport Architectural Engineering Design Services, hereinafter referred to as “Attachment A”; 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 Douglas Gruninger 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, OC Public Works 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, attached hereto and incorporated herein by reference. 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 three (3) years, commencing December 6, 2022 through December 5, 2025 with Board of Supervisor approval, with a **MAXIMUM ALLOWABLE COMPENSATION OF THREE MILLION DOLLARS (\$3,000,000)**, with the option to renew for two (2) additional one-year terms, with Board approval; 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.

**2.2.3** The A-E shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

**2.2.4** A-E shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of A-E is in the exclusive possession of another who fails or refuses to furnish this information, A-E shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

## **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** 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.
- 3.2** 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.
- 3.3** 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.
- 3.4** 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
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
Environmental/Pollution Liability* <i>*(Optional coverage to be required only when hazardous materials are involved. If required, A-E will be notified by County).</i>	\$1,000,000 per claims made or occurrence

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 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. *(Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County)*. The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement naming the *County of Orange and their respective elected and appointed officials, officers, employees and agents* as Additional Insureds.
  - b. A primary non-contributing endorsement 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.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
4. 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.
5. 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.
6. 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.
7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

9. 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.
10. 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 County. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
11. 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.
12. 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

**4.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County 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.**

**4.2 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.**

#### **4.3 Indemnification**

**A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County 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.**

#### 4.4 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.**

#### 4.5 Compliance with Laws

4.5.1 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.

4.5.2 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 County, County shall have the right to terminate this County 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 County, 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 County, County may at any time, and without cause, terminate this County 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 County.

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** Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in 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, proposals, 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** 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 artwork, 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 spokesperson 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, timecards 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:           Rivers & Christian  
                          11661 San Vicente Blvd., Ste. 610,  
                          Los Angeles, CA 90049  
                          Attn: Heather Richards  
                          Phone: (310) 614-7974  
                          E-mail: [heather\\_richards@riversandchristian.com](mailto:heather_richards@riversandchristian.com)



For COUNTY: County Department/ OC Facilities Design & Construction Management  
601 N. Ross Street, 4th Floor,  
Santa Ana, CA 92701  
Attn: Charlene Del Mundo  
Phone: 714-667-4928  
E-mail: [charlene.delmundo@ocpw.ocgov.com](mailto:charlene.delmundo@ocpw.ocgov.com)

cc: OC Public Works Procurement Services  
601 N. Ross Street  
Santa Ana, CA 92701  
Attn: Daisy Corona  
Phone: 714-667-9643  
E-mail: [Daisy.Corona@ocpw.ocgov.com](mailto:Daisy.Corona@ocpw.ocgov.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 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](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

**6.31 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.

**6.32 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.

**6.33 Payroll Records**

**6.33.1** 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.

**6.33.2** 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.

**6.33.3** 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.

**6.33.4** 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.

**6.33.5** 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.

**6.33.6** 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.

**6.33.7** 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](http://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.

### **6.34 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.

### **6.35 Apprentices**

**6.35.1** 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.

**6.35.2** 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.

**6.35.3** 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.

**6.35.4** 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.

### **6.36 Safety**

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). A-E shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety

performance under this Contract.

## 7. **FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS**

This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract, therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan, and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, will apply. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and its subconsultant to comply.

### 7.1 **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### 7.2 **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### 7.3 **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

**7.4 Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**7.5 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**7.6 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 7.7 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor (County) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.8 Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor (County) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 7.9 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor (County) or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 7.10 Contractor** is required to insert the above paragraphs one through six in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.
- 7.11 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**
- During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**7.12** Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

### **7.13 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

### **7.14 DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the



termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages
- 4) Disqualifying the Contractor from future bidding as non-responsible

Contractor is required to insert the above language required under §26.13 in each subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**Reporting Requirements.** The Contractor shall provide all information and reports required by the County, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with the regulations or directives. If you include a DBE in the bid, monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified in Attachment D.

**Commercially Useful Function.** The Contractor and its subcontractors shall cooperate and comply with any audits, inspections, or requests for information, required by the County to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

**Compliance.** All Contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligations, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the County.

- 7.15 DBE Goal.** The County has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 6.3% for the utilization of firms owned and controlled by socially and economically disadvantaged persons. The DBE goal applicable to subsequent periods will be posted at <https://www.ocair.com/business/business-opportunities/dbe-acdbe/>. Bidders are not required to submit Good Faith Effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California Unified Certification Program database at <https://californiaucp.dbesystem.com/>.

**Eligibility of DBEs.** Any firm wishing to qualify as a DBE is invited to apply for certification from the California Unified Certification Program (CUCP). Information and instructions for applying for DBE certification may be found at <https://dot.ca.gov/programs/civil-rights>.

#### 7.16 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving,” (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### 7.17 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, *et seq*).

#### 7.18 CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**7.20 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**7.21 SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**8. AIRPORT REQUIREMENTS: AIRPORT SECURITY AND ID BADGE REQUIREMENTS**

Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

**A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.

6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.
11. Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
  - i. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate one (1) hour course initially and annually
  - ii. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate one and one half (1.5) hour course and pass a written test.
  - iii. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
  - iv. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate one (1) hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
  - v. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
  - vi. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
  - vii. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
  - viii. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
    - STA Fee: Approximately \$11.00
    - Fingerprint/CHRC Fee: Approximately \$31.00
    - ID Badge Fee: Approximately \$10.00
    - Terminated, Unreturned ID Badge Fee: Approximately \$250.00

- ix. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

- B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

- C. Airport ID 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 badged 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 Manager 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.

County of Orange, OC Public Works  
Rivers & Christian

MA-080-23010493

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

**RIVERS & CHRISTIAN,**  
a California Corporation,

Date: 11/3/2022

By: Steven R Rivers  
Signature

Steven R. Rivers, AIA President

Print Name & Title

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

Date: 11/3/2022

By: Tamara Rivers, Secretary  
Signature

Tamara Rivers, 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: \_\_\_\_\_

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

By: Christine Nguyen, Deputy County Counsel  
Deputy

Print Name: Christine Nguyen, Deputy County Counsel

Date: 11/7/2022

**Attachment A: Scope of Work****I. INTRODUCTION**

OC Public Works requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer Design, Project Administration and Management Services for various Airport related 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 a shortlist for **On-Call Airport Architectural Engineering Services** for use by Orange County on an "as-needed" basis. While the primary use of this contract is generally intended for task orders related to John Wayne Airport (JWA), the use of this Contract is not specifically restricted to JWA. 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 three million dollars (\$3,000,000).

The on-call A-E must be able to respond to a variety of emergency conditions occurring on the airfield and throughout airport facilities that could disrupt air carriers, general aviation, and/or essential facilities at JWA. A-E working under the on-call agreement shall be available on short notice (less than two hours) to respond to emergency conditions on the airfield and/or at essential facilities at JWA. Conditions that could interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and JWA.

**This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this Contract. The terms in Section 6.37 through 6.50 are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the Consultant and its subconsultant(s) to comply.**

The project list is a sample set of projects anticipated to completed utilizing the Airport A/E Services On-Call contracts and by no means should be considered comprehensive.

**P No Description**

- P404 Airport Power Generation and Distribution Upgrades
- P416 Parking Structures A1, A2, & B2 Repairs
- P423 Airport-wide Building Automation System
- P424 Taxiways A - D - E Reconstruction
- P425 Radio Frequency ID System (RFID)
- P428 Exterior Lighting Improvements
- P429 Main Street Parking Lot Restroom Renovation
- P431 Taxi Lot Restroom Facility
- P433 BEDS Facility Improvements
- P436 Terminal Apron Improvements
- P437 Terminal Wi-Fi Improvements
- P438 General Aviation Infrastructure Improvements
- P439 Bldg. 3160 Reception Area Security Improvements
- P440 Facility Accessibility Improvements
- P442 Terminal A and B Inbound Baggage System Improvements
- P444 TNC Access Improvement
- P445 Airport Signage and Wayfinding Update
- P449 Centralized Post-Security Receiving and Storage Facility
- P450 Biffy Dump Redesign
- P451 EV Charging Infrastructure (Main St. & T-Lot)

P452 Plumbing Infrastructure Replacement  
 P453 Methacrylate Road Protection Coating  
 P454 Electric Bus Driveway Modifications  
 P457 Common Use Passenger Processing System Replacement  
 P458 Building 366 Improvement  
 P459 Terminal Grease Interceptor Remove & Replacement  
 P460 Concessions Infrastructure Phase II  
 P461 Perimeter Fence Enhancement  
 P462 Terminal C Lower Roadway Safety Enhancements  
 P463 CUP Water Treatment System Upgrades  
 P464 Misc. CUP Improvements  
 P465 Terminal Mechanical System Improvements  
 PZ01 PARCS Replacement  
 PZ02 Terminal Elevator/Escalator Replacement  
 PZ04 Maintenance Laydown Yard  
 PZ05 Stormwater Runoff Collection & Treatment & Erosion Control  
 PZ06 EV Charging Infrastructure (Parking Structures and 3160 & 3180)"  
 PZ09 Airfield Perimeter Security Improvements  
 PZ10 Airfield Runway 2L/20R Rehabilitation  
 PZ17 MPOE Improvements  
 PZ18 Stormwater NEC Projects  
 TBD BHS Infrastructure Improvements  
 TBD Cooling Tower Water Treatment  
 TBD Eastside Restricted Access Road Relocation  
 TBD Concessions Receiving and Screening Area  
 TBD Terminal Flooring and Carpet replacement  
 TBD Terminal Infrastructure Improvement Plan  
 TBD Terminal Space Optimization & Improvement  
 TBD Terminal Roof Replacement

## II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by County Project Management 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 shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, traffic engineers, surveyors, estimators, special inspection, construction managers, geotechnical engineers, airport planners and architects, etc.

The A-E shall be responsible for the preparation of comprehensive building assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the Contract Task Order (CTO). In the preparation of construction drawings and specification, the A-E shall also be responsible for:



- A. Obtaining data by reviewing record drawings, visiting the site of the construction and by conferences with the User/Client and facility maintenance staff or by other actions as necessary to develop the design.
- B. Checking of shop drawings, submittals, materials, and other data submitted by the Construction Contractor for approval.
- C. Furnishing consultation and advice to County to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project.
- D. Space planning, programming and code compliance review and upgrades; Peer review of Tenant Improvement projects.
- E. The meeting of submittal dates included in the *Scope Statement* of the Contract Task Order, including the work of consultants.
- F. Coordination with various agencies having authority of jurisdiction for planning services, entitlement, fire life safety, CEQA, ADA, etc.
- G. Construction administration services, testing and commissioning.
- H. Close out services, as-built plans, material lists, project acceptance, etc.
- I. The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical/plumbing, and other design features.
- J. Other services as specifically included in the Contract Task Order related to project Initiation, Planning/Design, Bid/Award, Construction and Closeout.

The A-E shall restrict themselves to the *Scope Statement* of the Contract Task Order. Any changes in the *Scope Statement* shall require prior written authorization by County.

### 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 County Project Management staff. The County Project Manager 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 current edition of the Architect-Engineer Guide.

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 County Project Management 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 County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.

### IV. SCOPE OF WORK – AIRPORT ARCHITECTURAL ENGINEERING SERVICES

In general, the A-E shall provide engineering and professional services for various airport related studies, projects, and investigations in accordance to the current edition of the Architect-Engineer Guide. A-E professional services shall include, but are not limited to, the following examples of airport related tasks:

- A. Preliminary and Program Phase
  1. Perform engineering evaluation, feasibility studies and/or design for airport facilities and infrastructure per local, state, County Airports, and FAA standards /guidelines, including but not

limited to airfield pavements, airfield lighting systems, NAVAIDs, baggage handling systems, roadways, bridges, security systems, technology, fueling, and any other associated airport related facilities/infrastructure within airside, landside, terminal and airspace.

2. Coordinating with the County on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
3. As applicable, coordinating project with County personnel and other interested stakeholders, such as FAA, to identify potential impacts to their operations.
4. Manage and prepare environmental documents for CEQA and NEPA.
5. Perform review of General Aviation Improvement project plans and when required, perform assessment to ensure proposed projects are consistent with approved environmental clearance documents.
6. Peer review of submitted plans and specifications of airport projects.
7. Perform Independent Fee Estimate (IFE) for a variety of projects.

#### B. Design Phase

1. Airport Engineering support services may include, but are not limited to the following:
  - i. Updating and Maintaining Airport Layout Plan and assist JWA with keeping compliance with Airport Certification (Part 139) compliance.
  - ii. Provide Aviation Forecasting and analysis of Airport capacity and Delay.
  - iii. Assist JWA with Strategic Planning.
  - iv. Assist JWA with assessing and providing recommendations on Commercial Aeronautical Activities.
  - v. Perform evaluations and simulations of airport terminal, airside and landside processes and systems to assess constraints, modifications, and other what-if scenarios.
  - vi. Design of airport facilities and supporting building systems.
  - vii. Design of the removal, relocation, or addition of walls and doors in airport buildings.
  - viii. Prepare Certified Access Specialist report and remedy ADA compliance issues.
  - ix. Use of value engineering for Engineering and Design of Airport Grant Projects
2. Transportation and Traffic support services may include, but are not limited to the following:
  - i. Perform traffic analysis pertaining to traffic congestion, hazards, and parking conditions at JWA.
  - ii. Prepare traffic control plans and/or bridge striping and striping plans.
  - iii. Provide traffic signal studies for design and preparation of traffic impact studies for airport development projects.
  - iv. Provide various traffic research and inspection reports as required by JWA.
  - v. Review code variance for traffic access and approve or recommend corrective actions.

- 
- vi. Direct, coordinate, supervise, and review the collection, tabulation and analysis of traffic information pertaining to traffic congestion, hazards, and parking conditions.
  - vii. Plan, organize, and direct programs for the development and implementation of traffic control systems, methods and devices.
  - viii. Design projects for the implementation of traffic control systems, signage and parking functions.
  - ix. Plan and design of parking facilities.
  - x. Evaluate and recommend parking access and revenue control systems.
  - xi. Plan and design of overhead roadway signs.
  - xii. Plan and design of street lighting poles.
  - xiii. Plan and design new projects such as roads, storm drains and waste management systems.
  - xiv. Perform Aircraft parking and movement analysis and design.
3. Structural support services may include, but are not limited to the following:
- i. Inspection and analysis of buildings or other structures for existing conditions relative to current seismic design and construction requirements with recommendations for retrofitting if needed.
  - ii. Assess various loads acting on a building or other structure, including dead loads, imposed loads, wind loads, and others in accordance with the relevant safety specifications.
  - iii. Select suitable structural systems to carry these loads safely to the foundation depending on the nature of the soil.
  - iv. Calculate the dimensions of beams, columns, slabs, walls, foundations, staircases, lift wells, etc. in accordance with the relevant standard specifications.
  - v. Plan review for seismic and foundation requirements.
4. Environmental support services may include, but are not limited to the following:
- i. Electrical Vehicle charging
  - ii. Central Plant Emissions
  - iii. CUP chilled water treatment system
  - iv. FOG Management
  - v. Storm Water Management (storm drain design, hydrology, etc.)
- C. Engineering Construction Management/Construction Support Services include, but not limited to:
1. Observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
  2. Provide full time or part time quality assurance and inspection services during the duration of the project as required by the nature of the ongoing construction activities, to ensure that the work is proceeding according to the construction contract documents.

3. Notify the County if problems, disputes, or changes arise during the course of construction.
4. Coordinate and supervise subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
5. Assist the project team with construction surveying to identify the limits of work, determine elevations and grades, locate physical features discovered during the course of construction, and calculate quantities of materials either removed or utilized on the project.
6. Conduct Federal wage rate surveys to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The consultant will submit the wage rate survey records to the County for review.
7. Provide labor compliance services for federally funded project.
8. Provide support for FAA grant administration.
9. Prepare FAA monthly inspection reports and quarterly performance reports.
10. Assess and provide recommendations in response to Airport Safety Inspections.
11. Safety Oversight duties and responsibility 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 candidate and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations, County, and FAA services, safety, and health rules governing the conduct of its employees, agents, and subconsultants; accompany Federal inspectors during OSHA on-site inspections and interview; consult with client management on walk-throughs, and develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.
12. Preparing Construction Safety and Phasing Plan (CSPP).

#### D. Project Coordination

1. A-E professional services may include design and related construction administration services for Alternate Project Delivery Methods for Job Order Contracting (JOC), Construction Manager At-Risk (CMAR), Design-Build, and Design-Bid-Build.
2. Responsible for administrative duties, such as prepare written reports, present information to JWA, OCPW, and when required, Airport Commissioners, Board of Supervisors, and other agencies, provide progress reports, and perform stakeholder/agency coordination.
3. Participate in public information and community involvement activities, if necessary.
4. Provide new Building Information Models (BIM) and modify existing BIM of airport facilities and supporting building systems.
5. Provide Geographical Information Systems (GIS) and modify existing GIS of airport facilities and supporting building systems.

#### E. FAA/Stakeholder Coordination

1. A-Es must have experience, knowledge, and familiarity with Airport Capital Improvement Program (CIP) related to Airports. A-Es will need to provide technical, administrative, management and related services to coordinate scheduled activities and responsibilities in support

of the CIP. These services shall include but are not limited to assist with creating Airport Capital Improvement Plan, Engineering and Design, when requested, for airfield and FAA grant projects.

2. Facilitate grant compliance.
3. A-Es may act as owner's representative in coordination with FAA.
4. Perform project research, identify projects, and prepare competitive grant applications to help fund environmental, engineering, construction, taxiways and mitigation phases of various Airport projects.
5. Ensure compliance of grant funded projects with Federal, State and local grant requirements to maintain funding eligibility.
6. Provide technical support in preparing grant reimbursement packages.
7. Oversee and/or provide consultation on project delivery processes for federal funded projects.
8. Facilitate negotiations with Regulatory Agencies.
9. Prepare grant amendment request and associated justifications, if applicable.
10. Report on DBE participation, if applicable.
11. Perform calculation of project specific Disadvantaged Business Enterprises contract goals and coordinate submittal for review by the State.
12. Experience with filing Form 7460-1s or FAA regulated reviews via Obstruction Evaluation/Airport Airspace Analysis (OE/AAA).

**F. Contract Administration**

A-E is and will be relying strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. A-E shall advise County of any need for securing any tests, analyses, studies, reports, or services in connection with assigned work and the management thereof. Except as expressly set forth in this Agreement, County is not making and has not made any warranty or representation with respect to site conditions or limitations.

**G. Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the County.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

**Attachment B: Cost/Compensation****I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for a shortlist for **On-Call Airport Architectural Engineering 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 amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the 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:**

<b>RIVERS &amp; CHRISTIAN</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$250.00
Sr Project Manager	\$200.00
Project Manger	\$195.00
Sr Project Planner	\$225.00
Project Planner	\$190.00
Sr Architect	\$119.00
Architect	\$165.00
Jr Architect	\$119.00
QA/QC Manager	\$185.00
Sr CADD Designer/GIS	\$135.00
CADD Designer/GIS	\$125.00
GIS Analyst	\$110.00
Project Administrator/Clerical	\$100.00

<b>*SUBCONTRACTOR - PSOMAS (CIVIL ENGINEERING &amp; SURVEY)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$275.00
Sr Project Manager	\$265.00
Project Manager	\$219.37
Assistant Project Manager	\$235.00
Sr Project Engineer	\$220.00
Project Engineer II	\$200.00
Project Engineer I	\$153.88
Civil Engineering Designer III	\$175.00
Civil Engineering Designer II	\$155.00
Civil Engineering Designer I	\$135.00

Project Administrator	\$105.49
Survey Principal, PLS	\$250.00
Senior Survey Project Manager, PLS	\$230.00
Survey Project Manager, PLS	\$215.00
Project Surveyor II, PLS	\$200.00
Project Surveyor I, PLS	\$185.00
Surveyor III	\$155.00
Surveyor II	\$145.00
Surveyor I	\$135.00
Two Man Survey Crew	\$350.00
One Mn Survey Crew	\$240.00

<b>*SUBCONTRACTOR- CFWRIGHT CONSULTING LLC</b> ( )	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$175.00

<b>*SUBCONTRACTOR - KPFF, INC.</b> <b>(STRUCTURAL ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$212.00
Sr Project Manager	\$188.00
Project Manager	\$174.00
Sr Project Engineer	\$150.00
Project Engineer	\$138.00
Jr Engineer	\$113.00
Sr CADD Designer/GIS	\$152.00
CADD Designer/GIS	\$118.72
Project Administrator/Clerical	\$100.00

<b>*SUBCONTRACTOR - D'AUTREMONT-HELMS &amp; ASSOCIATES, INC.</b> <b>(MECHANICAL &amp; PLUMBING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$225.00
Project Manger	\$210.00
Sr Mechanical Engineer	\$200.00
Mechanical Engineer	\$165.00
Sr CADD Designer/GIS	\$125.00
CADD Designer/GIS	\$95.00
Project Administrator/Clerical	\$84.00

<b>*SUBCONTRACTOR - ENTERPRISE ENGINEERING, INC. (ELECTRICAL ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$276.10
Sr Project Engineer	\$247.14
Sr Electrical Engineer	\$206.17
Electrical Engineer	\$134.33
CADD Designer/GIS	\$126.12
Project Administrator/Clerical	\$112.78

<b>*SUBCONTRACTOR - PADCOM DESIGN &amp; CONSTRUCTION MANAGEMENT SERVICES LLC (CONSTRUCTION MANAGEMENT, COST ESTIMATING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Sr Project Manager	\$180.00
Project Manger	\$164.00
Sr Project Engineer	\$144.00
Project Engineer	\$120.00
Sr Civil Engineer	\$170.00
Civil Engineer	\$140.00
Sr Architect	\$164.00
Architect	\$144.00
Sr Electrical Engineer	\$170.00
Electrical Engineer	\$140.00
Sr Mechanical Engineer	\$170.00
Mechanical Engineer	\$140.00
QA/QC Manager	\$138.00
Sr Construction Manager	\$180.00
Construction Manager	\$164.00
Project Administrator/Clerical	\$110.00

<b>*SUBCONTRACTOR - CDM SMITH INC. (CEQA/NEPA &amp; ENVIRONMENTAL SUPPORT)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$297.40
Sr Project Manager	\$249.24
Project Manger	\$238.00
Sr Project Engineer	\$216.00
Project Engineer	\$167.29
Sr Project Planner	\$185.90
Project Planner	\$166.82
Jr Project Planner	\$136.94
Sr Aviation Forecaster	\$330.00
Aviation Forecaster	\$298.00
Sr Civil Engineer	\$216.00
Civil Engineer	\$190.00
Jr Engineer	\$127.58



Sr Architect	\$190.00
Architect	\$190.00
Jr Architect	\$157.00
Sr Electrical Engineer	\$216.00
Electrical Engineer	\$190.00
Sr Mechanical Engineer	\$216.00
Mechanical Engineer	\$190.00
Sr Structural Engineer	\$216.00
Structural Engineer	\$190.00
QA/QC Manager	\$227.42
Sr Construction Manager	\$238.00
Construction Manager	\$190.00
Security Communications Engineer	\$216.00
Sr CADD Designer/GIS	\$138.85
CADD Designer/GIS	\$118.72
GIS Analyst	\$133.60
Project Administrator/Clerical	\$105.49

Note: 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.

Note: 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.

- 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

*County of Orange, OC Public Works  
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*MA-080-23010493*

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Invoices and support documentation are to be forwarded to:

**TBA – Per Task Order**

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

(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/ Certifications (include license number)
Steven R. Rivers (R&C)	Principal	50		CA Lic. #C8068
Austin River (R&C)	Principal	19		none
Doug Gruninger (R&C)	Sr. Project Manager	35		none
Mark Talafus (Psomas)	Principal	41		PE 38832
Curtis Wright (CFW)	Principal	38		CA PE C49903
Mark Nadal (KPPF)	Principal / Structural Engineering	26		Structural Engineer: CA (S5494), Professional Engineer: CA (C61469), WA (42087), DBIA Professional, Office of Emergency, Services (OES), Safety Assessment Program Evaluator (SAP), Security Clearance: DoD Secret
Benjamin Segura (KPPF)	Sr Project Manager / Structural Engineering	25		Professional Engineer: CA (C59224)
Kevin S. Chen, P.E. (dHA)	Mechanical Engineer	31		M-31154

County of Orange, OC Public Works  
Rivers & Christian

MA-080-23010493

Jesse K. Frederick (EEI)	Principal	19		Professional Mechanical Engineer, State of Alaska #12154
Erson G. Bolos (EEI)	Sr Electrical Engineer	16		Professional Electrical Engineer, State of California E-19306
Devraj Patel (PAD)	Principal	20		
John Pehrson (CDMS)	Air Quality Discipline Lead	40		PE CH4656

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 OC Public Works 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 OC Public Works 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. SUBCONSULTANT(S) (IF APPLICABLE)**

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

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DVBE If Yes, enter DVBE Certification Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Gross Receipts Category (Table 1 on following page)	Age of Firm (Years)
Psomas, 5 Hutton Centre Dr, Suite 300, Santa Ana, CA 90071	5 Hutton Centre Dr, Suite 300, Santa Ana, CA 90071	Bob Talafus, (714) 481- 7996	Principal/ Vice President		1000010904				7	76
CF Wright Consulting, LLC, 6683 Titanite Place, Carlsbad, CA 92009	6683 Titanite Place, Carlsbad, CA 92009	Curtis Wright, (619) 288- 5400	Principal Engineer / FAA Coordination	CA PE C 49903	1000062891				2	6
KPFF, Inc. / 700 South Flower Street, Suite 2100, Los Angeles, CA 90017	700 South Flower Street, Suite 2100, Los Angeles, CA 90017	Mark Nadal / 213-418- 0201	Principal / Structural Engineering	Structural Engineer CA S5494	1000017803				7	62
dHA+CALP EC, 150 S. Arroyo Parkway, Suite 100, Pasadena, CA 91105	150 S. Arroyo Parkway, Suite 100, Pasadena, CA 91105	Kevin S. Chen, 626- 445-8580- 128	Principal / Mechanical Engineering							

**ATTACHMENT – E**

*County of Orange, OC Public Works  
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*MA-080-23010493*

Enterprise Engineering, 12975 Brookprinter Pl, Poway, CA 92064		Erson Bolos, (858) 229-4954	Electrical Engineer	03-0265785	PW-LR-1000873128				7	50+
Padcom Design & Construction Management , 13380 Silver Berry Circle, Cerritos, CA 90703	13380 Silver Berry Circle, Cerritos, CA 90703	Devraj Patel (310) 662-3666	Principal/ Construction Management	1000057459	CUCP NO. 44301 METRO FILE NO. 7448				4	11

**TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES**

<b>Annual Gross Receipt (Most recent fiscal year)</b>	<b>Gross Receipts Category</b>
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7



*County of Orange, OC Public Works  
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*MA-080-23010493*

**MONTHLY REPORT OF DBE PARTICIPATION FOR THE MONTH OF:**

**Submitted By:  
Name of Firm:**

<b>NAME AND ADDRESS OF DBE FIRM</b>	<b>CONTACT PERSON AND PHONE NUMBER</b>	<b>SUBCONTRACTING ITEM</b>	<b>TOTAL COMMITMENT</b>	<b>CURRENT MONTH PAYMENTS</b>	<b>CONTRACT TO-DATE PAYMENTS</b>

**CONTRACT**

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered **MA-080-23010494**, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” or “Owner,” and **C & S Engineers, Inc.**, a New York Corporation, hereinafter referred to as “A-E,” “Contractor” or “Consultant,” 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-080-23010494** Scope of Work for On-Call Airport Architectural Engineering Design Services, hereinafter referred to as “Attachment A”; 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 Matthew Wenham, PE 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, OC Public Works 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, attached hereto and incorporated herein by reference. 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 three (3) years, commencing December 6, 2022 through December 5, 2025 with Board of Supervisor approval, with a **MAXIMUM ALLOWABLE COMPENSATION OF THREE MILLION DOLLARS (\$3,000,000)**, with the option to renew for two (2) additional one-year terms, with Board approval; 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.

**2.2.3** The A-E shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

**2.2.4** A-E shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of A-E is in the exclusive possession of another who fails or refuses to furnish this information, A-E shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

## **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** 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.

**3.2** 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.

**3.3** 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.
- 3.4** 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
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
Environmental/Pollution Liability* <i>*(Optional coverage to be required only when hazardous materials are involved. If required, A-E will be notified by County).</i>	\$1,000,000 per claims made or occurrence

**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 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. *(Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County)*. The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement naming the *County of Orange and their respective elected and appointed officials, officers, employees and agents* as Additional Insureds.
  - b. A primary non-contributing endorsement 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.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
4. 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.
5. 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.
6. 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.
7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.



9. 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.
10. 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 County. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
11. 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.
12. 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

**4.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, Orange County 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.**

**4.2 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.**

#### **4.3 Indemnification**

**A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County 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.**

#### 4.4 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.**

#### 4.5 Compliance with Laws

4.5.1 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.

4.5.2 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 County, County shall have the right to terminate this County 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 County, 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 County, County may at any time, and without cause, terminate this County 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 County.

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** Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in 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, proposals, 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** 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 artwork, 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 spokesperson 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, timecards 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: C & S Engineers, Inc.  
2355 Northside Dr., Suite 350,  
San Diego, CA 92108  
Attn: Brian Saull  
Phone: (740) 360-8903  
E-mail: [bsaull@cscos.com](mailto:bsaull@cscos.com)

For COUNTY: County Department/ OC Facilities Design & Construction Management  
601 N. Ross Street, 4th Floor,  
Santa Ana, CA 92701  
Attn: Charlene Del Mundo  
Phone: 714-667-4928  
E-mail: [charlene.delmundo@ocpw.ocgov.com](mailto:charlene.delmundo@ocpw.ocgov.com)

County of Orange, OC Public Works  
C & S Engineers, Inc.

MA-080-23010494

cc: OC Public Works Procurement Services  
601 N. Ross Street  
Santa Ana, CA 92701  
Attn: Daisy Corona  
Phone: 714-667-9643  
E-mail: [Daisy.Corona@ocpw.ocgov.com](mailto:Daisy.Corona@ocpw.ocgov.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 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](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

**6.31 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.

**6.32 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.

**6.33 Payroll Records**

- 6.33.1** 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.
- 6.33.2** 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.
- 6.33.3** 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.
- 6.33.4** 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.
- 6.33.5** 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.
- 6.33.6** 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.
- 6.33.7** 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](http://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.

**6.34 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.

**6.35 Apprentices**

**6.35.1** 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.

**6.35.2** 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.

**6.35.3** 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.

**6.35.4** 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.

**6.36 Safety**

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). A-E shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

**7. FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS**

This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract, therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan, and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, will apply. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and its subconsultant to comply.

## 7.1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## 7.2 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## 7.3 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

**7.4 Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**7.5 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**7.6 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**7.7 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor (County) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**7.8 Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor (County) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**7.9 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor (County) or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**7.10 Contractor** is required to insert the above paragraphs one through six in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.11 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**7.12** Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**7.13 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**7.14 DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages
- 4) Disqualifying the Contractor from future bidding as non-responsible

Contractor is required to insert the above language required under §26.13 in each subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**Reporting Requirements.** The Contractor shall provide all information and reports required by the County, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with the regulations or directives. If you include a DBE in the bid, monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified in Attachment D.

**Commercially Useful Function.** The Contractor and its subcontractors shall cooperate and comply with any audits, inspections, or requests for information, required by the County to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

**Compliance.** All Contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligations, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the County.

**7.15 DBE Goal.** The County has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 6.3% for the utilization of firms owned and controlled by socially and economically disadvantaged persons. The DBE goal applicable to subsequent periods will be posted at <https://www.ocair.com/business/business-opportunities/dbe-acdbe/>. Bidders are not required to submit Good Faith Effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California Unified Certification Program database at <https://californiaucp.dbesystem.com/>.

**Eligibility of DBEs.** Any firm wishing to qualify as a DBE is invited to apply for certification from the California Unified Certification Program (CUCP). Information and instructions for applying for DBE certification may be found at <https://dot.ca.gov/programs/civil-rights>.

## **7.16 TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **7.17 ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, *et seq*).

#### **7.18 CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **7.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



**7.20 VETERAN’S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**7.21 SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**8. AIRPORT REQUIREMENTS: AIRPORT SECURITY AND ID BADGE REQUIREMENTS**

Contractor, Contractor’s employees and Contractor’s subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

**A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA’s security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport’s template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

11. Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
  - i. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate one (1) hour course initially and annually
  - ii. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate one and one half (1.5) hour course and pass a written test.
  - iii. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
  - iv. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate one (1) hour Non- Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
  - v. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
  - vi. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
  - vii. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
  - viii. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
    - STA Fee: Approximately \$11.00
    - Fingerprint/CHRC Fee: Approximately \$31.00
    - ID Badge Fee: Approximately \$10.00
    - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
  - ix. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

- B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the

ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

**C. Airport ID 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 badged 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 Manager 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.

*County of Orange, OC Public Works  
C & S Engineers, Inc.*

*MA-080-23010494*

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

**C & S ENGINEERS, INC.,**  
a New York Corporation,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> 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: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A: Scope of Work****I. INTRODUCTION**

OC Public Works requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer Design, Project Administration and Management Services for various Airport related 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 a shortlist for **On-Call Airport Architectural Engineering Services** for use by Orange County on an "as-needed" basis. While the primary use of this contract is generally intended for task orders related to John Wayne Airport (JWA), the use of this Contract is not specifically restricted to JWA. 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 three million dollars (\$3,000,000).

The on-call A-E must be able to respond to a variety of emergency conditions occurring on the airfield and throughout airport facilities that could disrupt air carriers, general aviation, and/or essential facilities at JWA. A-E working under the on-call agreement shall be available on short notice (less than two hours) to respond to emergency conditions on the airfield and/or at essential facilities at JWA. Conditions that could interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and JWA.

**This Contract will be funded by various grants from the Federal Aviation Administration, throughout the life of the contract therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this Contract. The terms in Section 6.37 through 6.50 are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the Consultant and its subconsultant(s) to comply.**

The project list is a sample set of projects anticipated to be completed utilizing the Airport A/E Services On-Call contracts and by no means should be considered comprehensive.

**P No Description**

- P404 Airport Power Generation and Distribution Upgrades
- P416 Parking Structures A1, A2, & B2 Repairs
- P423 Airport-wide Building Automation System
- P424 Taxiways A - D - E Reconstruction
- P425 Radio Frequency ID System (RFID)
- P428 Exterior Lighting Improvements
- P429 Main Street Parking Lot Restroom Renovation
- P431 Taxi Lot Restroom Facility
- P433 BEDS Facility Improvements
- P436 Terminal Apron Improvements
- P437 Terminal Wi-Fi Improvements
- P438 General Aviation Infrastructure Improvements
- P439 Bldg. 3160 Reception Area Security Improvements
- P440 Facility Accessibility Improvements
- P442 Terminal A and B Inbound Baggage System Improvements
- P444 TNC Access Improvement
- P445 Airport Signage and Wayfinding Update
- P449 Centralized Post-Security Receiving and Storage Facility
- P450 Biffy Dump Redesign
- P451 EV Charging Infrastructure (Main St. & T-Lot)

P452 Plumbing Infrastructure Replacement  
 P453 Methacrylate Road Protection Coating  
 P454 Electric Bus Driveway Modifications  
 P457 Common Use Passenger Processing System Replacement  
 P458 Building 366 Improvement  
 P459 Terminal Grease Interceptor Remove & Replacement  
 P460 Concessions Infrastructure Phase II  
 P461 Perimeter Fence Enhancement  
 P462 Terminal C Lower Roadway Safety Enhancements  
 P463 CUP Water Treatment System Upgrades  
 P464 Misc. CUP Improvements  
 P465 Terminal Mechanical System Improvements  
 PZ01 PARCS Replacement  
 PZ02 Terminal Elevator/Escalator Replacement  
 PZ04 Maintenance Laydown Yard  
 PZ05 Stormwater Runoff Collection & Treatment & Erosion Control  
 PZ06 EV Charging Infrastructure (Parking Structures and 3160 & 3180)"  
 PZ09 Airfield Perimeter Security Improvements  
 PZ10 Airfield Runway 2L/20R Rehabilitation  
 PZ17 MPOE Improvements  
 PZ18 Stormwater NEC Projects  
 TBD BHS Infrastructure Improvements  
 TBD Cooling Tower Water Treatment  
 TBD Eastside Restricted Access Road Relocation  
 TBD Concessions Receiving and Screening Area  
 TBD Terminal Flooring and Carpet replacement  
 TBD Terminal Infrastructure Improvement Plan  
 TBD Terminal Space Optimization & Improvement  
 TBD Terminal Roof Replacement

## II. GENERAL DESCRIPTION OF SERVICES

The A-E will be contacted by County Project Management 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 shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, traffic engineers, surveyors, estimators, special inspection, construction managers, geotechnical engineers, airport planners and architects, etc.

The A-E shall be responsible for the preparation of comprehensive building assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the Contract Task Order (CTO). In the preparation of construction drawings and specification, the A-E shall also be responsible for:

- A. Obtaining data by reviewing record drawings, visiting the site of the construction and by conferences with the User/Client and facility maintenance staff or by other actions as necessary to develop the design.
- B. Checking of shop drawings, submittals, materials, and other data submitted by the Construction Contractor for approval.
- C. Furnishing consultation and advice to County to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project.
- D. Space planning, programming and code compliance review and upgrades; Peer review of Tenant Improvement projects.
- E. The meeting of submittal dates included in the *Scope Statement* of the Contract Task Order, including the work of consultants.
- F. Coordination with various agencies having authority of jurisdiction for planning services, entitlement, fire life safety, CEQA, ADA, etc.
- G. Construction administration services, testing and commissioning.
- H. Close out services, as-built plans, material lists, project acceptance, etc.
- I. The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical/plumbing, and other design features.
- J. Other services as specifically included in the Contract Task Order related to project Initiation, Planning/Design, Bid/Award, Construction and Closeout.

The A-E shall restrict themselves to the *Scope Statement* of the Contract Task Order. Any changes in the *Scope Statement* shall require prior written authorization by County.

### 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 County Project Management staff. The County Project Manager 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 current edition of the Architect-Engineer Guide.

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 County Project Management 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 County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.

### IV. SCOPE OF WORK – AIRPORT ARCHITECTURAL ENGINEERING SERVICES

In general, the A-E shall provide engineering and professional services for various airport related studies, projects, and investigations in accordance to the current edition of the Architect-Engineer Guide. A-E professional services shall include, but are not limited to, the following examples of airport related tasks:

- A. Preliminary and Program Phase
  1. Perform engineering evaluation, feasibility studies and/or design for airport facilities and infrastructure per local, state, County Airports, and FAA standards /guidelines, including but not

limited to airfield pavements, airfield lighting systems, NAVAIDs, baggage handling systems, roadways, bridges, security systems, technology, fueling, and any other associated airport related facilities/infrastructure within airside, landside, terminal and airspace.

2. Coordinating with the County on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
3. As applicable, coordinating project with County personnel and other interested stakeholders, such as FAA, to identify potential impacts to their operations.
4. Manage and prepare environmental documents for CEQA and NEPA.
5. Perform review of General Aviation Improvement project plans and when required, perform assessment to ensure proposed projects are consistent with approved environmental clearance documents.
6. Peer review of submitted plans and specifications of airport projects.
7. Perform Independent Fee Estimate (IFE) for a variety of projects.

#### B. Design Phase

1. Airport Engineering support services may include, but are not limited to the following:
  - i. Updating and Maintaining Airport Layout Plan and assist JWA with keeping compliance with Airport Certification (Part 139) compliance.
  - ii. Provide Aviation Forecasting and analysis of Airport capacity and Delay.
  - iii. Assist JWA with Strategic Planning.
  - iv. Assist JWA with assessing and providing recommendations on Commercial Aeronautical Activities.
  - v. Perform evaluations and simulations of airport terminal, airside and landside processes and systems to assess constraints, modifications, and other what-if scenarios.
  - vi. Design of airport facilities and supporting building systems.
  - vii. Design of the removal, relocation, or addition of walls and doors in airport buildings.
  - viii. Prepare Certified Access Specialist report and remedy ADA compliance issues.
  - ix. Use of value engineering for Engineering and Design of Airport Grant Projects
2. Transportation and Traffic support services may include, but are not limited to the following:
  - i. Perform traffic analysis pertaining to traffic congestion, hazards, and parking conditions at JWA.
  - ii. Prepare traffic control plans and/or bridge striping and striping plans.
  - iii. Provide traffic signal studies for design and preparation of traffic impact studies for airport development projects.
  - iv. Provide various traffic research and inspection reports as required by JWA.
  - v. Review code variance for traffic access and approve or recommend corrective actions.



- 
- vi. Direct, coordinate, supervise, and review the collection, tabulation and analysis of traffic information pertaining to traffic congestion, hazards, and parking conditions.
  - vii. Plan, organize, and direct programs for the development and implementation of traffic control systems, methods and devices.
  - viii. Design projects for the implementation of traffic control systems, signage and parking functions.
  - ix. Plan and design of parking facilities.
  - x. Evaluate and recommend parking access and revenue control systems.
  - xi. Plan and design of overhead roadway signs.
  - xii. Plan and design of street lighting poles.
  - xiii. Plan and design new projects such as roads, storm drains and waste management systems.
  - xiv. Perform Aircraft parking and movement analysis and design.
3. Structural support services may include, but are not limited to the following:
- i. Inspection and analysis of buildings or other structures for existing conditions relative to current seismic design and construction requirements with recommendations for retrofitting if needed.
  - ii. Assess various loads acting on a building or other structure, including dead loads, imposed loads, wind loads, and others in accordance with the relevant safety specifications.
  - iii. Select suitable structural systems to carry these loads safely to the foundation depending on the nature of the soil.
  - iv. Calculate the dimensions of beams, columns, slabs, walls, foundations, staircases, lift wells, etc. in accordance with the relevant standard specifications.
  - v. Plan review for seismic and foundation requirements.
4. Environmental support services may include, but are not limited to the following:
- i. Electrical Vehicle charging
  - ii. Central Plant Emissions
  - iii. CUP chilled water treatment system
  - iv. FOG Management
  - v. Storm Water Management (storm drain design, hydrology, etc.)

C. Engineering Construction Management/Construction Support Services include, but not limited to:

- 1. Observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
- 2. Provide full time or part time quality assurance and inspection services during the duration of the project as required by the nature of the ongoing construction activities, to ensure that the work is proceeding according to the construction contract documents.

3. Notify the County if problems, disputes, or changes arise during the course of construction.
4. Coordinate and supervise subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
5. Assist the project team with construction surveying to identify the limits of work, determine elevations and grades, locate physical features discovered during the course of construction, and calculate quantities of materials either removed or utilized on the project.
6. Conduct Federal wage rate surveys to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The consultant will submit the wage rate survey records to the County for review.
7. Provide labor compliance services for federally funded project.
8. Provide support for FAA grant administration.
9. Prepare FAA monthly inspection reports and quarterly performance reports.
10. Assess and provide recommendations in response to Airport Safety Inspections.
11. Safety Oversight duties and responsibility 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 candidate and written safety programs; monitor all aspects of workplace to ensure compliance with Cal/OSHA standards and regulations, County, and FAA services, safety, and health rules governing the conduct of its employees, agents, and subconsultants; accompany Federal inspectors during OSHA on-site inspections and interview; consult with client management on walk-throughs, and develop, apply and test safety plans for project office workers; all of which shall be performed in coordination with JWA Safety and Loss Control Manager and under the direction of the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.
12. Preparing Construction Safety and Phasing Plan (CSPP).

#### D. Project Coordination

1. A-E professional services may include design and related construction administration services for Alternate Project Delivery Methods for Job Order Contracting (JOC), Construction Manager At-Risk (CMAR), Design-Build, and Design-Bid-Build.
2. Responsible for administrative duties, such as prepare written reports, present information to JWA, OCPW, and when required, Airport Commissioners, Board of Supervisors, and other agencies, provide progress reports, and perform stakeholder/agency coordination.
3. Participate in public information and community involvement activities, if necessary.
4. Provide new Building Information Models (BIM) and modify existing BIM of airport facilities and supporting building systems.
5. Provide Geographical Information Systems (GIS) and modify existing GIS of airport facilities and supporting building systems.

#### E. FAA/Stakeholder Coordination

1. A-Es must have experience, knowledge, and familiarity with Airport Capital Improvement Program (CIP) related to Airports. A-Es will need to provide technical, administrative, management and related services to coordinate scheduled activities and responsibilities in support

of the CIP. These services shall include but are not limited to assist with creating Airport Capital Improvement Plan, Engineering and Design, when requested, for airfield and FAA grant projects.

2. Facilitate grant compliance.
3. A-Es may act as owner's representative in coordination with FAA.
4. Perform project research, identify projects, and prepare competitive grant applications to help fund environmental, engineering, construction, taxiways and mitigation phases of various Airport projects.
5. Ensure compliance of grant funded projects with Federal, State and local grant requirements to maintain funding eligibility.
6. Provide technical support in preparing grant reimbursement packages.
7. Oversee and/or provide consultation on project delivery processes for federal funded projects.
8. Facilitate negotiations with Regulatory Agencies.
9. Prepare grant amendment request and associated justifications, if applicable.
10. Report on DBE participation, if applicable.
11. Perform calculation of project specific Disadvantaged Business Enterprises contract goals and coordinate submittal for review by the State.
12. Experience with filing Form 7460-1s or FAA regulated reviews via Obstruction Evaluation/Airport Airspace Analysis (OE/AAA).

**F. Contract Administration**

A-E is and will be relying strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. A-E shall advise County of any need for securing any tests, analyses, studies, reports, or services in connection with assigned work and the management thereof. Except as expressly set forth in this Agreement, County is not making and has not made any warranty or representation with respect to site conditions or limitations.

**G. Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the County.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

**Attachment B: Cost/Compensation****I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for a shortlist for **On-Call Airport Architectural Engineering 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 amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the 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:**

<b>C &amp; S ENGINEERS, INC.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$312.00
Sr Project Manager	\$299.44
Project Manger	\$275.65
Sr Project Engineer	\$247.84
Project Engineer	\$207.00
Sr Project Planner	\$277.00
Project Planner	\$221.00
Jr Project Planner	\$146.00
Sr Aviation Forecaster	\$260.00
Aviation Forecaster	\$206.00
Sr Civil Engineer	\$210.44
Civil Engineer	\$184.52
Jr Engineer	\$128.00
Sr Architect	\$252.00
Sr Electrical Engineer	\$275.65
Sr Mechanical Engineer	\$275.65
Sr Structural Engineer	\$299.44
QA/QC Manager	\$275.65
Sr Construction Manager	\$247.84
Construction Manager	\$235.60
Resident Project Representative	\$228.80
Construction Observer	\$195.32
Sr CADD Designer/GIS	\$166.16
CADD Designer/GIS	\$138.08
Project Administrator/Clerical	\$108.00

County of Orange, OC Public Works  
C & S Engineers, Inc.

MA-080-23010494

<b>*SUBCONTRACTOR - TAIT &amp; ASSOCIATES, INC. LEIGHTON CONSULTING (CIVIL ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Engineering Assistant	\$85.00
Project Administrator	\$115.00
Engineering Designer I	\$145.00
Engineering Designer II	\$170.00
Project Engineer I	\$153.88
Project Engineer II	\$200.00
Professional Engineer/Licensed Surveyor	\$176.26
Senior Professional Engineer/Surveyor	\$222.20
Principal II	\$285.00
Principal	\$255.00
Structural Engineer	\$250.00
Permit Expediter I	\$115.00
Permit Expediter II	\$130.00
Project Coordinator	\$116.41
Surveyor	\$150.00
Senior Survey Specialist/Party Chief	\$200.00
Two Man Survey Crew	\$350.00
One Man Survey Crew with Robotics	\$200.00
Project Manager I	\$170.00
Entitlements Director	\$200.00
Assistant Project Manager	\$155.00
Project Manager II	\$190.00
Deputy Project Manager	\$228.29

<b>*SUBCONTRACTOR - ARB ELECTRICAL, INC. (ELECTRICAL ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Electrical Principal	\$185.96
Electrical Engineer	\$166.96
CAD Designer	\$100.80
Energy Modeling Consultant	\$185.51
Electrical Technician	\$67.40

<b>*SUBCONTRACTOR – CORGAN ASSOCIATES, INC. (ARCHITECTURE)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$ 327.14
Associate Principal	\$ 327.14
Senior Project Manager	\$ 275.00
Project Manager	\$ 260.00
Project Architect	\$ 210.00
Administrative Assistant	\$ 128.05
Project Coordinator	\$ 160.00
Project Analyst	\$ 200.20
Project Design Manager	\$ 176.07

County of Orange, OC Public Works  
C & S Engineers, Inc.

MA-080-23010494

Project Designer	\$ 200.00
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<b>*SUBCONTRACTOR - BORETTO + MERRILL CONSULTING, LLC (CONSTRUCTION MANAGEMENT)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$295.00
Construction Controls Manager	\$205.00

<b>*SUBCONTRACTOR - DIAZ YOURMAN &amp; ASSOCIATES (GEOTECHNICAL ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Staff I	\$121.01
Staff II	\$126.77
Project I	\$145.89
Project II	\$176.04
Senior	\$224.18
Associate I	\$242.51
Associate II	\$256.88
Principal	\$328.51
Field Engineer (Straight Time)	\$195.30
Field Engineer (Overtime)	\$223.81
Field Engineer (Double Overtime)	\$252.32
CADD/Word Processing	\$130.93
Technical Editing	\$116.41

<b>*SUBCONTRACTOR - MORROW MANAGEMENT (DRY UTILITY CONSULTING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$225.00
Sr Project Manager	\$175.00
Project Manger	\$175.00
Project Coordinator	\$125.00
Drafter / Administrative	\$85.00

<b>*SUBCONTRACTOR - P2S INC.0 (MEP)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer	\$297.40
Sr Engineer	\$220.00
Engineer Grade 04	\$186.62
Engineer Grade 03	\$229.00
Engineer Grade 02	\$211.00
Engineer Grade 01	\$187.00
Design Engineer Grade 05	\$229.00
Design Engineer Grade 04	\$211.00

County of Orange, OC Public Works  
C & S Engineers, Inc.

MA-080-23010494

Design Engineer Grade 03	\$187.00
Design Engineer Grade 02	\$166.00
Design Engineer Grade 01	\$147.00
Designer Grade 04	\$157.00
Designer Grade 03	\$147.00
Designer Grade 02	\$135.00
Designer Grade 01	\$129.00
Cad/Bim Designer Grade 04	\$130.00
Cad/Bim Designer Grade 03	\$118.00
Cad/Bim Designer Grade 02	\$105.00
Cad/Bim Designer Grade 01	\$96.00
Commissioning Grade 05	\$276.00
Commissioning Grade 04	\$239.00
Commissioning Grade 03	\$204.00
Commissioning Grade 02	\$163.00
Commissioning Grade 01	\$140.00
Project Assistant	\$96.00

<b>*SUBCONTRACTOR - TRANS SOLUTIONS INC. (AIRCRAFT SIMULATIONS AND ANALYSIS)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$297.40
Sr. Project Manager	\$249.24
Project Manager	\$232.79
Sr. Project Planner	\$185.90
Project Planner	\$160.11
Jr Project Planner	\$145.55

<b>*SUBCONTRACTOR - TJW ENGINEERING, INC. (TRAFFIC ENGINEERING)</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal-in-charge	\$230.00
Principal Engineer	\$200.00
Traffic Engineering Manager	\$200.00
Transportation Planning Manager	\$200.00
Senior Engineer	\$175.00
Senior Transportation Planner	\$175.00
Project Engineer/Planner	\$150.00
Assistant Project Engineer	\$100.00
Senior Technician	\$100.00
Technician	\$85.00
Administrative Aide	\$65.00

County of Orange, OC Public Works  
C & S Engineers, Inc.

MA-080-23010494

<b>*SUBCONTRACTOR - ROSS &amp; BARUZZINI (BAGGAGE, SPECIAL SYSTEMS, ICT)</b>	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Principal	\$303.60
Sr Project Manager	\$209.73
Project Manger	\$181.80
Sr Project Engineer	\$217.09
Security Communications Engineer	\$242.86

Note: 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.

Note: 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 postconstruction 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.

- 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

Invoices and support documentation are to be forwarded to:

**TBA – Per Task Order**

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

(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)

1. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Brian Saull	P.E., Env. SP - Project Manager	14	14	CA Professional Engineer, No. 85161
Teddy Ramil	P.E., Env. SP - Quality Control Manager	24	5	CA Professional Engineer, No. 63590
Matthew Wenham	P.E., Env. SP - Principal	25	25	AZ Professional Engineer, No. 48019
Arnold White	P.E., PLS - Sr. Project Manager	32	13	CA Professional Engineer, No. 57014; CA Land Surveyor, No. 7430
Jacob Vandervis	P.E. - Deputy Project Manager	36	25	CA Professional Engineer, No. 46301

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 OC Public Works 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 OC Public Works 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.

County of Orange, OC Public Works  
C&S Engineers, Inc.

MA-080-23010494

**2. SUBCONSULTANT(S) (IF APPLICABLE)**

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

CORPORATE NAME & CORPORATE ADDRESS	LOCAL OFFICE ADDRESS*	CONTACT NAME & TELEPHONE NUMBER	PROJECT FUNCTION (DIVISION OF WORK/TRADE)	CONTRACT OR LICENSE NUMBER	DIR REGISTRATION NUMBER	DVBE IF YES, ENTER DVBE CERTIFICATION NUMBER	SBA IF YES, ENTER DUNNS CERTIFICATION NUMBER	DBE IF YES, ENTER DBE CERTIFICATION NUMBER	GROSS RECEIPTS CATEGORY (TABLE 1 ON FOLLOWING PAGE)	AGE OF FIRM YEARS
Tait & Associates, Inc. 701 N. Parkcenter Drive, Santa Ana, CA 92705	701 N. Parkcenter Drive, Santa Ana, CA 92705	Jacob Vandervis (714) 560-8967	Civil Engineering, Survey	258672	1000017360			N/A	5	58
ARB Electrical, Inc. 1401 N. El Camino Real, San Clemente, CA 92672	1401 N. El Camino Real, San Clemente, CA 92672	Andrew Balkwell (949) 280-9743	Airfield Electrical Engineering	18563			862515600		1	10
Corgan 401 N. Houston Street, Dallas, TX 75202		Kevin Handley (214) 748-2000	Architectural Support						3	10
Boretto + Merrill Consulting, LLC 4871 Viane Way, San Diego, CA 92110	4871 Viane Way, San Diego, CA 92110	Angela Merrill (619) 454-7829	Construction Management Support'				004477301		4	29

**ATTACHMENT – F**

*County of Orange, OC Public Works  
C&S Engineers, Inc.*

*MA-080-23010494*

Diaz Yourman & Associates 1616 E. 17th Street, Santa Ana, CA 92705	1616 E. 17th Street, Santa Ana, CA 92705	Clint Isa (714) 245- 2920	Geotechnical Engineering		1000009311		808802649		4	21
Morrow Management 1130 Via Callejon, San Clemente, CA 92673	1130 Via Callejon, San Clemente, CA 92673	Scott Morrow (949) 218- 8400	Dry Utility Consulting		100086504				7	30
P2S, Inc. 5000 E. Spring Street, 6th Floor, Long Beach, CA 90815	5000 E. Spring Street, 6th Floor, Long Beach, CA 90815	Marco Cabibbo (562) 497- 2999	MEP		1000044920				4	24
Ross & Baruzzini 12220 113th Ave NE, Suite 205, Kirkland, WA 98034		Hunter Fulghum (425) 284- 6500	Baggage Handling, Building Systems, Security & ICT						3	12

County of Orange, OC Public Works  
C&S Engineers, Inc.

MA-080-23010494

**TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES**

<b>Annual Gross Receipt (Most recent fiscal year)</b>	<b>Gross Receipts Category</b>
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7

*County of Orange, OC Public Works  
C&S Engineers, Inc.*

*MA-080-23010494*

**MONTHLY REPORT OF DBE PARTICIPATION FOR THE MONTH OF:**

**Submitted By:  
Name of Firm**

<b>NAME AND ADDRESS OF DBE FIRM</b>	<b>CONTACT PERSON AND PHONE NUMBER</b>	<b>SUBCONTRACTING ITEM</b>	<b>TOTAL COMMITMENT</b>	<b>CURRENT MONTH PAYMENTS</b>	<b>CONTRACT TO-DATE PAYMENTS</b>

Memorandum of Recommendation and Summary of Evaluator Scoring

RFQ-080-2225601-DC – ON-CALL AIRPORT ARCHITECTURAL ENGINEERING DESIGN 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
Jacobs Engineering Group Inc.	2
RDM International, Inc.	3
Kimley-Horn and Associates, Inc.	4
Rivers & Christian	5
C&S Engineers, Inc.	6

Summary of Evaluator Scoring

RANK TABLE	AECOM Technical Services, Inc.	Architects Orange LLP, dba AO	C&S Engineers, Inc.	Development One, Inc.	Ficcadenti Waggoner and Castle Structural Engineers, Inc.	Jacobs Engineering Group Inc.	RDM International, Inc.	Rivers & Christian	Kimley-Horn and Associates, Inc.	AEPC Group, LLC
Evaluator 1	1	10	6	8	7	5	3	2	4	9
Evaluator 2	1	10	7	6	8	2	3	4	5	9
Evaluator 3	3	10	6	5	7	1	4	8	2	9
Evaluator 4	1	9	6	7	8	2	3	4	5	10
Evaluator 5	4	10	7	6	8	2	3	5	1	9
<b>Rank Total</b>	<b>10</b>	<b>49</b>	<b>32</b>	<b>32</b>	<b>38</b>	<b>12</b>	<b>16</b>	<b>23</b>	<b>17</b>	<b>46</b>
<b>FINAL RANKING</b>	<b>1</b>	<b>10</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>4</b>	<b>9</b>

Summary of Evaluator Scoring

EVALUATOR 1	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc.	Architects Orange LLP, dba AO	C&S Engineers, Inc.	Development One, Inc.	Ficcadenti Waggoner and Castle Structural Engineers, Inc.	Jacobs Engineering Group Inc.	RDM International, Inc.	Rivers & Christian	Kimley-Horn and Associates, Inc.	AEPC Group, LLC
CRITERIA 1	475	365	450	385	445	462	470	475	462	333
CRITERIA 2	238	182	225	220	225	214	230	238	230	220
CRITERIA 3	214	204	208	203	200	210	214	213	210	203
CRITERIA 4	25	25	25	25	25	25	25	25	25	25
<b>WRITTEN EVALUATION SCORE TOTAL</b>	<b>952</b>	<b>776</b>	<b>908</b>	<b>833</b>	<b>895</b>	<b>911</b>	<b>939</b>	<b>951</b>	<b>927</b>	<b>781</b>
<b>FINAL RANKING</b>	<b>1</b>	<b>10</b>	<b>6</b>	<b>8</b>	<b>7</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>9</b>

Summary of Evaluator Scoring

EVALUATOR 2	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc.	Architects Orange LLP, dba AO	C&S Engineers, Inc.	Development One, Inc.	Ficcadenti Waggoner and Castle Structural Engineers, Inc.	Jacobs Engineering Group Inc.	RDM International, Inc.	Rivers & Christian	Kimley-Horn and Associates, Inc.	AEPC Group, LLC
CRITERIA 1	450	360	375	390	390	440	425	408	400	385
CRITERIA 2	225	190	195	190	180	220	200	195	195	185
CRITERIA 3	220	195	190	200	180	210	200	193	190	178
CRITERIA 4	25	25	25	25	25	25	25	25	25	25
<b>WRITTEN EVALUATION SCORE TOTAL</b>	<b>920</b>	<b>770</b>	<b>785</b>	<b>805</b>	<b>775</b>	<b>895</b>	<b>850</b>	<b>821</b>	<b>810</b>	<b>773</b>
<b>FINAL RANKING</b>	<b>1</b>	<b>10</b>	<b>7</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>9</b>

Summary of Evaluator Scoring



EVALUATOR 3	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc.	Architects Orange LLP, dba AO	C&S Engineers, Inc.	Development One, Inc.	Ficcadenti Waggoner and Castle Structural Engineers, Inc.	Jacobs Engineering Group Inc.	RDM International, Inc.	Rivers & Christian	Kimley-Horn and Associates, Inc.	AEPC Group, LLC
CRITERIA 1	500	350	427	450	450	500	500	400	500	400
CRITERIA 2	225	190	227	230	200	250	220	200	240	200
CRITERIA 3	225	200	193	225	175	225	200	200	225	150
CRITERIA 4	25	25	25	25	25	25	25	25	25	25
<b>WRITTEN EVALUATION SCORE TOTAL</b>	<b>975</b>	<b>765</b>	<b>872</b>	<b>930</b>	<b>850</b>	<b>1000</b>	<b>945</b>	<b>825</b>	<b>990</b>	<b>775</b>
<b>FINAL RANKING</b>	<b>3</b>	<b>10</b>	<b>6</b>	<b>5</b>	<b>7</b>	<b>1</b>	<b>4</b>	<b>8</b>	<b>2</b>	<b>9</b>

Summary of Evaluator Scoring

EVALUATOR 4	1	2	3	4	5	6	7	8	9	10
Written Evaluation	AECOM Technical Services, Inc.	Architects Orange LLP, dba AO	C&S Engineers, Inc.	Development One, Inc.	Ficcadenti Waggoner and Castle Structural Engineers, Inc.	Jacobs Engineering Group Inc.	RDM International, Inc.	Rivers & Christian	Kimley-Horn and Associates, Inc.	AEPC Group, LLC
CRITERIA 1	450	300	405	365	328	450	450	405	405	300
CRITERIA 2	225	164	195	182	182	195	182	195	200	164
CRITERIA 3	203	164	180	180	148	180	180	195	180	148
CRITERIA 4	25	25	25	25	25	25	25	25	25	25
<b>WRITTEN EVALUATION SCORE TOTAL</b>	<b>903</b>	<b>653</b>	<b>805</b>	<b>752</b>	<b>683</b>	<b>850</b>	<b>837</b>	<b>820</b>	<b>810</b>	<b>637</b>
<b>FINAL RANKING</b>	<b>1</b>	<b>9</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>10</b>

Summary of Evaluator Scoring

EVALUATOR 5	1	2	3	4	5	6	7	8	9	10
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**Attachment G**

Written Evaluation	AECOM Technical Services, Inc.	Architects Orange LLP, dba AO	C&S Engineers, Inc.	Development One, Inc.	Ficcadenti Waggoner and Castle Structural Engineers, Inc.	Jacobs Engineering Group Inc.	RDM International, Inc.	Rivers & Christian	Kimley-Horn and Associates, Inc.	AEPC Group, LLC
CRITERIA 1	450	400	417	400	425	490	475	475	500	385
CRITERIA 2	250	215	210	200	200	250	230	245	250	225
CRITERIA 3	225	170	197	225	180	225	225	200	225	185
CRITERIA 4	25	25	25	25	25	25	25	25	25	25
<b>WRITTEN EVALUATION SCORE TOTAL</b>	<b>950</b>	<b>810</b>	<b>849</b>	<b>850</b>	<b>830</b>	<b>990</b>	<b>955</b>	<b>945</b>	<b>1000</b>	<b>820</b>
<b>FINAL RANKING</b>	<b>4</b>	<b>10</b>	<b>7</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>1</b>	<b>9</b>

## Contract Summary Form

AECOM Technical Services, Inc.

Corporate Office Address: 300 South Grand Avenue, Suite 900, Los Angeles, CA 90071

Local Office Address: 999 Town & Country Road, Orange, CA 92868

### SUMMARY OF SIGNIFICANT CHANGES

None at this time.

### SUBCONTRACTORS

1. This contract includes the following subcontractors or passes through to other providers:

Subcontractors	Services	Amount
Barich, Inc.	Airport Geotechnical Engineering	Unknown at this time.
CMTS LLC	Construction management Service	Unknown at this time.
Diaz Consultants, Inc.	Geotechnical Engineering	Unknown at this time.
Guida Surveying, Inc.	Professional Land Surveying Services	Unknown at this time.
Lean Technology Corporation	Airfield Lighting and Nav aids	Unknown at this time.
Leighton Consulting, Inc.	Materials Testing Services	Unknown at this time.
Lenax Construction Services, Inc.	Cost Estimating and Scheduling Services	Unknown at this time.
TransSolutions, LLC	Airport Simulations	Unknown at this time.

### CONTRACT OPERATING EXPENSES

Unknown at this time – A-E contract allowable reimbursable items are approved by County Project Manager in advance and are listed below:

- I. 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 OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
  - b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
  - c) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
  - d) 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.

## Contract Summary Form

Jacobs Engineering Group Inc.  
 Corporate Office Address: 1999 Bryan Street, Suite 1200, Dallas, TX 75201  
 Local Office Address: 2600 Michelson Drive, Suite 500, Irvine, CA 92612

### SUMMARY OF SIGNIFICANT CHANGES

None at this time.

### SUBCONTRACTORS

1. This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. 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. In the past (if there is information available), subcontractor(s) have/have not been used for this contract.

Subcontractors	Services	Amount
Unknown at this time.	Unknown at this time.	Unknown at this time.

### CONTRACT OPERATING EXPENSES

Unknown at this time – A-E contract allowable reimbursable items are approved by County Project Manager in advance and are listed below:

- I. 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 OC

Public Works location, as well as mileage within OC Public Works property will not be reimbursed.

- b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- c) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- d) 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.

## Contract Summary Form

Kimley-Horn and Associates, Inc.

Corporate Office Address: 421 Fayetteville Street, Suite 600, Raleigh NC 27601

Local Office Address: 1100 W Town & Country Road, Suite 700, Orange CA 92868

### SUMMARY OF SIGNIFICANT CHANGES

None at this time.

### SUBCONTRACTORS

1. This contract includes the following subcontractors or passes through to other providers:

Subcontractors	Services	Amount
Arellano Associates, LLC Corporate & Local Office Address: 5851 Pine Avenue, Suite A, Chino Hills, CA 91709	Public Outreach Consultant	Unknown at this time.
Bess Testlab, Inc. Corporate Office Address: 2463 Tripaldi Way Hayward, CA 94545 Local Office Address: 1508 E. Francis Ave. Ontario, CA 91761	Underground Utilities	Unknown at this time.
Burns Engineering, Inc. Corporate Office Address: Two Commerce Square 2001 Market Street, Suite 600 Philadelphia, PA 19103 Local Office Address: 5901 West Century Blvd, Suite 1560, Los Angeles, CA 90045	Technology and Security	Unknown at this time.
Corgan Associates, Inc. Corporate Office Address: 401 N. Houston St., Dallas, TX 5202 Local Office Address: 5800 Bristol Pkwy, Suite 640, Culver City, CA 90230	Architecture	Unknown at this time.
Currier & Company, Inc. Corporate & Local Office Address: 13323 W Washington Boulevard, Suite 206, Los Angeles, CA 90066	Aviation Fueling Design and Consulting	Unknown at this time.
CWE Corporate & Local Office Address: 1561 E. Orangethorpe Ave., Suite 240, Fullerton, CA 92831	Civil Engineering, Water Resources, Environmental Engineering, Stormwater Management	Unknown at this time.
Diaz Consultants, Inc. dba Diaz Yourman & Associates	Geotechnical Engineering	Unknown at this time.

Corporate & Local Office Address: 1616 E. 17th Street, Santa Ana, CA 92705		
HDR Engineering, Inc. Corporate Office Address: 1917 S. 67th St, Omaha, NE 68106 Local Office Address: 3230 El Camino Real, Suite 200, Irvine, CA 92602	Civil and Traffic Engineering Support for Air and Landside Improvements	Unknown at this time.
Jacobsen/Daniels Associates, LLC Corporate Office Address: 121 Pearl St., Ypsilanti, MI 48197 Local Office Address: 6033 W. Century, Suite 830, Los Angeles, CA 90045	Safety Risk Management	Unknown at this time.
Jeff Oviedo & Associates Corporate and Local Office Address: 260 Newport Center Drive, Suite 100, Newport Beach, CA 92660	Project and Construction Management	Unknown at this time.
Lean Technology Corporation Corporate Office Address: 20 Executive Park, Suite 155, Irvine, CA 92614 Local Office Address: 20 Executive Park, Suite #155, Irvine, CA 92614	Electrical, Power and Navaid's Engineering	Unknown at this time.
Lerch Bates Inc. Corporate and Local Office Address: 2335-115 E. Colorado Blvd., Suite 885, Pasadena, CA 91107	Vertical Transportation	Unknown at this time.
PBS Engineers, Inc. Corporate Office Address: 2100 E. Route 66, Suite 210, Glendora, CA 91740 Local Office Address: 3187 Airway Avenue, Building C, Costa Mesa, CA 92626	MEP Engineering	Unknown at this time.
Ross & Baruzzini, Inc. Corporate Office Address: 6 S. Old Orchard, St. Louis, MO 63119	Special Systems and Baggage Handling Systems Engineering	Unknown at this time.
Tatsumi & Partners, Inc. Corporate and Local Office Address: 49 Discovery, Suite 120, Irvine, CA 92618	Landscape Architecture	Unknown at this time.
Corporate Office Address: The Transtec Group, Inc.	Non-Destructive Testing and Analysis	Unknown at this time.



6111 Balcones Dr, Austin, TX 78731		
VCA Engineers, Inc. Corporate Office Address: 1041 S. Garfield Ave., Suite 210, Alhambra, CA 91801 Local Office Address: 2151 Michelson Drive, #240, Irvine, CA 92612	Civil and Structural Engineering Services	Unknown at this time.

### CONTRACT OPERATING EXPENSES

Unknown at this time – A-E contract allowable reimbursable items are approved by County Project Manager in advance and are listed below:

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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.

## Contract Summary Form

RDM International, Inc.

Corporate Office Address: 14310 Sullyfield Circle, Suite 600, Chantilly, VA 20151

Local Office Address: 180 Promenade Circle, Suite 300, Sacramento, CA 95834

### SUMMARY OF SIGNIFICANT CHANGES

None at this time.

### SUBCONTRACTORS

1. This contract includes the following subcontractors or passes through to other providers:

Subcontractors	Services	Amount
<p>Mead &amp; Hunt, Inc. Corporate Office Location: 2440 Deming Way, Middleton, WI 53562 Local Office Location: 3110 East, Guasti Road, Suite 330 Ontario, CA 91761</p>	<p>Engineering, Architecture and Environmental</p>	<p>Unknown at this time.</p>
<p>Ross &amp; Baruzzini, Inc. Corporate Office Location: 6 S. Old Orchard, St. Louis, MO 63119</p>	<p>Special Systems, Baggage Handling Systems and Engineering</p>	<p>Unknown at this time.</p>
<p>Geometrics Engineering P.S. Inc. 12835 NE Bel Red Rd, Bellevue, WA 98005</p>	<p>Geotechnical Engineering, Materials Testing, and Construction Support</p>	<p>Unknown at this time.</p>
<p>Arellano Associates, LLC Corporate Office Location: 5851 Pine Avenue, Suite A, Chino Hills CA 91709 Local Office Location: 5851 Pine Avenue, Suite A, Chino Hills CA 91709</p>	<p>Public Outreach, Strategic Planning</p>	<p>Unknown at this time.</p>
<p>Lean Technology Corporation Corporate and Local Office Location: 20 Executive Park, Suite 155 Irvine, CA 92614</p>	<p>Electrical Engineering</p>	<p>Unknown at this time.</p>
<p>Wagner Engineering and Survey, Inc. Corporate Office Location: 17134 Devonshire St., St. 200 Northridge, CA 91325 Local Office Location: 17134 Devonshire St., Suite 200, Northridge, CA 91325</p>	<p>Land Survey, Stormwater Management</p>	<p>Unknown at this time.</p>

**CONTRACT OPERATING EXPENSES**

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## Contract Summary Form

Rivers & Christian  
11661 San Vicente Blvd., Ste. 610, Los Angeles, CA 90049

### SUMMARY OF SIGNIFICANT CHANGES

None at this time.

### SUBCONTRACTORS

1. This contract includes the following subcontractors or passes through to other providers:

Subcontractors	Services	Amount
KPFF, Inc. 700 South Flower Street, Suite 2100, Los Angeles, CA 90017	Structural Engineering	Unknown at this time.
Psomas Corporate Office Location: 100 Corporate Pointe, Suite 265 Culver City, CA 90230 Local Office Location: 5 Hutton Centre Dr., Suite 300 Santa Ana, CA 92707	Civil Engineering, Traffic Engineering, Survey	Unknown at this time.
CFWright Consulting LLC 6683 Titanite Place, Carlsbad, CA 92009	Civil Engineering	Unknown at this time.
D'Autremont-Helms & Associates, Inc. 150 S. Arroyo Parkway, Suite 100, Pasadena, CA 91105	Mechanical and Plumbing Engineering	Unknown at this time.
Enterprise Engineering, Inc. 12975 Brookprinter Pl., Suite 160, Poway CA 92064	Electrical Engineering	Unknown at this time.
Padcom Design & Construction Management Services LLC 13380 Silver Berry Circle, Cerritos, CA 90703	PM/CM, Project Controls	Unknown at this time.
Ferguson Consulting LLC 10200 Grogans Mill Rd, Suite 420, The Woodlands, TX 77380	IT, Security, Audio Visual Consulting	Unknown at this time.
Swanson Rink, Inc. 1120 Lincoln Street, Suite 1200, Denver, CO 80203	Baggage Handling, Multi- Disciplinary Engineer	Unknown at this time.
Rick Robertson Engineering, Inc. 5620 Friars Road, San Diego, CA 92110	Landscape Architecture	Unknown at this time.
3QC, Inc. Corporate Office Location:	Sustainability Commissioning	Unknown at this time.

950 Glenn Drive, Suite 200, Folsom, CA 95630 Local Office Location: 155 N. Lake Ave., 8th Floor, Pasadena, CA 91101		
Jensen Hughes, Inc. Corporate Office Location: 3610 Commerce Drive, Suite 817, Baltimore, MD 21227 Local Office Location: 2099 South State College Blvd., Suite 540, Anaheim, CA 92806	Fire Protection Engineering: Fire, Life Safety and Building Code Consulting	Unknown at this time.
Shannon & Wilson, Inc. Corporate Office Location: 400 N. 34 <sup>th</sup> Street, Suite 100, Seattle, WA 98103 Local Office Location: 100 N. 1 <sup>st</sup> Street, Suite 200, Burbank, CA 91502	Geotechnical Engineering	Unknown at this time.
Syska Hennessy Group, Inc. Corporate Office Location: 1185 Avenue of the Americas, NY, NY 10036 Local Office Location: 9910 Irvine Center Drive, Irvine, CA 92618	Vertical Transportation	Unknown at this time.
Linespace, LLC 21250 N. Hawthorn Blvd, Suite 160A Torrance, CA 90503	Wayfinding and Environmental Graphic Design	Unknown at this time.
CDM Smith Inc. 46 Discovery, Unit 250, Irvine, CA 92618	CEQA/NEPA and Environmental	Unknown at this time.

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## Contract Summary Form

C&S Engineers, Inc.

Corporate Office Address: 499 Col. Eileen Collins Blvd., Syracuse, NY 13212

Local Office Address: 2355 Northside Dr., Suite 350, San Diego, CA 92108

### SUMMARY OF SIGNIFICANT CHANGES

None at this time.

### SUBCONTRACTORS

1. This contract includes the following subcontractors or passes through to other providers:

Subcontractors	Services	Amount
TAIT & Associates, Inc. Leighton Consulting 701 N. Parkcenter Drive, Santa Ana, CA 92705	Civil Engineering	Unknown at this time.
ARB Electrical, Inc. 1401 N. El Camino Real, Suite 201, San Clemente, CA 92672	Electrical Engineering	Unknown at this time.
Boretto + Merrill Consulting, LLC 4871 Viane Way, San Diego, CA 92110	Construction Management	Unknown at this time.
Diaz Yourman & Associates 1616 E. 17 <sup>th</sup> Street, Santa Ana, CA 92705	Geotechnical Engineering	Unknown at this time.
Morrow Management 1130 Via Callejon, San Clemente, CA 92673	Dry Utility Consulting	Unknown at this time.
P2S Inc. Corporate Office Address: 5000 E. Spring Street, 8 <sup>th</sup> Floor, Long Beach, CA 90815 Local Office Address: 18575 Jamboree Road, Suite 100, Irvine, CA 92612	MEP	Unknown at this time.
Trans Solutions Inc. 14600 Trinity Blvd., Suite 200, Fort Worth, TX 76155	Air Operations Modeling	Unknown at this time.
TJW Engineering, Inc. 9841 Irvine Center Drive, Suite 200, Irvine, CA 92618	Traffic Operations Modeling	Unknown at this time.



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