



JOHN WAYNE AIRPORT

County of Orange, John Wayne Airport

MA-280-19010612

On-Call Environmental Program Support

OCENV18B

Wood Environment and Infrastructure Solutions, Inc.

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

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

RECITALS

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

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

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

NOW THEREFORE, the County and Consultant agree as follows:

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

Section 34 "Insurance" is deleted and replaced in its entirety with the Insurance provisions attached hereto as Appendix A and incorporated into the Agreement by this reference. provision; and

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

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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

1. TERM OF AGREEMENT

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

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

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

43. AIRPORT SECURITY

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

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

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

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

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

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

ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

iii. JWA security badge is nontransferable.

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

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

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

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

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

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

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

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

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

52. EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

53. PROVISION OF SERVICES

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

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

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

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

IV. The foregoing is in accordance with the Agreement and subject to the following:

1. The aforementioned changes, and work affected thereby, are subject to all Agreement stipulations and covenants; and
2. All claims against the County which are incidental to or as a consequence of the aforementioned changes are fully satisfied and the Program Manager hereby releases the County from all said claims.

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

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.*

Signature *Page Follows.*

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Name Title Date

DATED: Signature Name Title Date

COUNTY OF ORANGE

By Chairwoman, A political subdivision of the Board/State of Supervisors

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

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

PROJECT MANAGER

By

Title

By

Title

APPROVED AS TO FORM: COUNTY COUNSEL AUTHORIZED SIGNATURE:

By

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Deputy

Date _____

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Appendix A

34. INSURANCE

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all sub-consultants performing work on behalf of A-E pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall ensure that all sub-consultants performing work on its behalf, pursuant to this agreement, shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow sub-consultants to work if sub-consultants have less than the level of coverage required by COUNTY from A-E under this agreement. It is the obligation of A-E to provide notice of the insurance requirements to every sub-consultant and to receive proof of insurance prior to allowing any sub-consultants to begin work. Such proof of insurance must be maintained by A-E through the entirety of this agreement for inspection by COUNTY representative(s) at any reasonable time.

- _____ All self insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance.
- _____ Any self insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following: _____

Deputy Purchasing Agent

Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By _____ Deputy

Date _____

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

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

- 1) In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this Agreement, A-E shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) A-E's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the A-E's SIR provision shall be interpreted as though the A-E was an insurer and the COUNTY was the insured.

If the A-E fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence \$10,000,000 per occurrence
	for commercial ramp access

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Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or occurrence
	\$2,000,000 aggregate
Environmental/Pollution Liability	\$1,000,000 per claims made or occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00-01, or a substitute form providing liability coverage as broad.

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

Required Endorsements

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

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

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

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

A-E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Contract.

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

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

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

~~COUNTY expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.~~

~~COUNTY shall notify A-E in writing of changes in the insurance requirements. If A-E does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and COUNTY shall be entitled to all legal remedies.~~

~~The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.~~

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