

**CONTRACT MA-280-21011787**

**FOR**

**AIRPORT NOISE MONITORING SYSTEMS SERVICES**

**BETWEEN**

**JOHN WAYNE AIRPORT**

**AND**

**BRIDGENET INTERNATIONAL, INC. DBA BRIDGENET  
INTERNATIONAL A TETRA TECH COMPANY**

**JOHN WAYNE AIRPORT**  
**ORANGE COUNTY**



**CONTRACT MA-280-21011787  
WITH  
BRIDGENET INTERNATIONAL INC. DBA  
BRIDGENET INTERNATIONAL A TETRA TECH COMPANY  
FOR  
AIRPORT NOISE MONITORING SYSTEMS SERVICES**

This Contract MA-280-21011787 for Airport Noise Monitoring Systems Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as "County") and BridgeNet International, Inc. dba BridgeNet International, A Tetra Tech Company, with a place of business at 20201 SW Birch Street, Ste. 250 Newport Beach, CA 92660 (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to as "Party" or collectively as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Payment/Compensation  
Attachment C – Staffing Plan

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Airport Noise Monitoring System Services under a firm fixed fee Contract; and

**WHEREAS**, Contractor agrees to provide Airport Noise Monitoring System Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, the County Board of Supervisors has authorized the Deputy Purchasing Agent or designee to enter into a Contract for Service Description with the Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

A. **Governing Law and Venue:** 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.

Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **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.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County

Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 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. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

**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:

1. **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.
2. **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.
3. **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.
4. **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 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.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor 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.
6. **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 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.

**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:

1. 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);
2. 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);
3. 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);
4. 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;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. 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);
7. 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);
8. 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;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. 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;

11. 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);
  12. 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).
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor 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 Contractor through the entirety of this Contract 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 Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, 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 Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor'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 Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor 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 Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
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
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions	\$1,000,000 per occurrence \$2,000,000 aggregate

### **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 at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

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

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 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 will state ***As Required By Written Contract***.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor'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 will state ***As Required By Written Contract***.

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

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor 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.

County expressly retains the right to require Contractor 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 Contractor in writing of changes in the insurance requirements. If Contractor 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 Contractor, 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 Contractor'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.



- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership, 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, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other 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 if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as 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, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated 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 Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor'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 services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor 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.

- U. **Freight:** Reserved
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. 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. Accordingly, any rule or 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. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor 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. The Contractor 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor 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.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its 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 from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Airport Noise Monitoring Systems Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 1, 2021 and shall continue through August 31, 2026, unless otherwise terminated by County.
3. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Bond Requirements:** Contractor shall furnish a Faithful Performance Bond equal to 10% of the Contract amount if the total [bid] exceeds \$25,000 pursuant to Section 20473 of Public Contract Code.
  - i. **Faithful Performance Bond:** Contractor shall furnish a surety bond to guarantee faithful performance. Said bond shall be for one hundred percent (10%) of the total contract amount.

Said bond shall be submitted upon the forms provided by the County and duly executed by Contractor and a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California and registered with County. Contractor shall pay all bond premiums, costs, and incidentals.

Said bonds shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to County Risk Management and Office of the County Counsel. Should any surety at any time be unsatisfactory to County, or should any bond become insufficient, Contractor shall be given notice to that effect. No further payment shall be deemed due or shall be made under Contract until a new surety and/or bond is furnished to the County.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1) Terminate the Contract immediately, pursuant to Section K herein;
  - 2) Afford the Contractor 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;
  - 3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - 4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

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.

8. **Conflict of Interest – Contractor's Personnel:** The Contractor 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 Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.
  
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

11. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

12. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

13. **County Branding Requirement – Publicity, Literature, Advertisements and Social Media:**

1. County owns all rights to the name, logos, and symbols of County. The use/and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
2. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
  - a. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon to the Administrator/assigned Deputy Purchasing Agent;
  - b. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
  - c. The information does not give the appearance that the County, its officers, or employees or agencies endorse:
    - a. any commercial product or service; and,

- b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
- d. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor 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 Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
15. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
16. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

18. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

19. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

21. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
22. **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.



23. **Inventions:** If any discovery or invention arises or is developed in the course of, or as a result of work performed under this Contract, the Contractor shall refer the discovery or invention to the County.
24. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. 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 US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.

Contractor: BridgeNet International, Inc. dba  
 BridgeNet International, A Tetra Tech Co.  
 Attn: Mark Karmelich  
 20201 SW Birch St. Ste. 250  
 Newport Beach, CA 92626  
 Phone: (949) 250-1222  
 Email: [pauld@airportnetwork.com](mailto:pauld@airportnetwork.com)

County's Project Manager: JWA/Airport Access/Noise  
 Attn: Nikolas Gaskins  
 3160 Airway Avenue  
 Costa Mesa, CA 92626  
 Phone: (949) 252-5188  
 Email: [ngaskins@ocair.com](mailto:ngaskins@ocair.com)

cc: JWA/Procurement  
 Attn: Maria Albelo, County DPA  
 3160 Airway Avenue  
 Costa Mesa, CA 92626  
 Phone: (949) 252-5175  
 Email: [malbelo@ocair.com](mailto:malbelo@ocair.com)

26. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
27. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3)

business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

28. **Publication:** 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 Contractor and/or anyone acting under the supervision of Contractor 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 releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.
29. **Software Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

30. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.
31. **Software Licence:** The Contractor hereby grants to the County of Orange and the County accepts from the Contractor, subject to the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the software products list in this agreement, hereinafter referred to as "software products." The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the Contractor, provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to the Contractor the County may redesignate the CPU in which the software products are to be used and must do so if the redesignation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the Contractor will issue to the County

within 24 hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

32. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
33. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.


In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

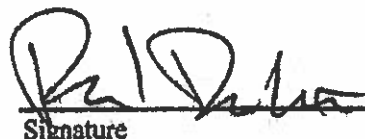
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
35. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

Signature Page

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

**BRIDGENET INTERNATIONAL INC. DBA BRIDGENET INTERNATIONAL A TETRA TECH COMPANY\***

	Mark Karmelich	President	6/29/21
Signature	Name	Title	Date

	Paul Dunbaker	CEO/CFO	6/29/21
Signature	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:**

Deputy Purchasing Agent			
_____	_____	_____	_____
Signature	Name	Title	Date

**APPROVED AS TO FORM:**

County Counsel

By:   
Deputy

Name: Mark Sunde

Date: 6-30-21

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

## **ATTACHMENT A SCOPE OF WORK**

### **I. Overview**

John Wayne Airport (JWA) is owned and operated by the County of Orange; it is the only commercial airport in Orange County, California. JWA serves a population of approximately three million people in 34 cities and the unincorporated areas of Orange County. Ten commercial airlines and two commuter operators provide commercial passenger service at JWA with nonstop service to more than 30 destinations in the United States, Canada, and Mexico. In 2019 and prior to the pandemic, JWA served over 10.6 million passengers and had a total of 301,098 operations. Of those operations, 68% were generated by privately owned and operated general aviation aircraft. Two all-cargo carriers operate at JWA, and they transported approximately 15,793 tons in 2019.

JWA has one of the most stringent aircraft access and noise monitoring programs in the United States, and, perhaps, the world. Commercial airlines and cargo operators are regulated by the Phase 2 Commercial Airline Access Plan & Regulation (Access Plan). The Access Plan places restrictions on operational capacity, hours of operations, and noise levels. General Aviation operations are permitted 24 hours daily subject to compliance with the daytime noise limits and the more restrictive nighttime noise limits, as documented in the General Aviation Noise Ordinance (GANO).

In order for the JWA Access & Noise Office (ANO) to enforce the operational and noise restrictions, they utilize a state-of-the-art Airport Noise Monitoring System (ANMS). The ANMS is a fully integrated system that collects and correlates noise, flight track, and complaint data.

The ANMS consists of four primary components:

- A. Noise Monitoring Station (NMS) Hardware/Airport Noise and Operations Management System (ANOMS) Software
- B. WebTrak Public Flight Tracking System Software (WebTrak)
- C. Viewpoint Complaint Collection and Management Service (Viewpoint)
- D. Detailed Noise Event Reports Service

### **II. Maintenance and Support Services**

The existing ANMS installation was completed in 2015 and is a critical part of the noise management program. The system must be capable of extensive report generation and analysis of flight tracks, noise levels, and system checks. As part of the existing ANMS, the ANOMS software serves to provide the airport with a wide range of report and analysis capabilities. However, the Access Plan and GANO includes a series of complex airline access rules, commercial and general aviation noise limits, curfews, and other reporting requirements. Specialized software, unique to JWA, was developed by BridgeNet International to enforce the rules and regulations. It was given the name "Access/GANO."

For purposes of this contract, the term "ANMS" will refer to the four primary components listed above. "Access/GANO" will refer to the separate software that acquires data from the ANMS, the airlines, and other sources, which processes those reports that deal specifically with compliance with the Access Plan and the GANO. As such, the ANMS will provide access to and interface with the Access/GANO software.

It is critically important that the contractor works closely and cooperatively with the Access/GANO software. The contractor will ensure seamless acquisition of NMS data for Access/GANO processing and reporting. JWA will assume that the same functionality and settings of the current contract will be carried forward into the new contract.

Support and maintenance provided by the contractor will include continuous monitoring of the performance of the ANMS hardware and taking action to remedy any disturbance. The contractor will provide all service level support – JWA ANO staff will never have to visit a NMS location to perform

any investigation or repair. For Service Level (SL) 1 and 2 issues, 24 hours per day; seven days per week; 365 days per year. The contractor's project manager will meet quarterly with a designated member of the JWA ANO for the entire length of the contract.

The contractor will provide uptime to achieve a 99.9% service level availability. Further, the ANMS availability shall include the following:

1. ANOMS server: 99.9% reliability. All newly received data is correlated with existing data in real-time or near real-time, and backups are performed online to eliminate disruptions to ANOMS.
2. Flight tracking data: 99.9% reliability. All flight track data is available in ANOMS shortly after being recorded.
3. Noise monitor data: 99.9% reliability. Data is sent to the ANOMS server on a fixed short interval via cellular modem communication.
4. Complaint data: 99.9% reliability. All complaint data is available in ANOMS instantaneously after being submitted by a complainant.

The following subsections describe each of the primary components of the ANMS that the contractor shall provide continued maintenance and support services for. It is a requirement that the ANMS be easy to operate and capable of easy updates and modifications. Furthermore, the Airport assumes the same functionality and settings of the current contract and system forwarding into the new maintenance and support contract.

**A. Noise Monitoring Station (NMS) Hardware/Airport Noise and Operations Management System (ANOMS) Software**

The Noise Monitoring Station (NMS) hardware is installed at ten permanent locations around JWA. Additionally, one spare NMS hardware unit is stored at the JWA ANO office. The NMS hardware delivers reliable real-time data measurements to a centralized computer system and works seamlessly with ANOMS. The NMSs have software functionality that allows for configuration of the NMSs remotely, and that produces charts and reports on NMS status and performance.

The NMSs will meet the airport noise standards required within State of California Title 21. All calibrators used for checking the acoustical sensitivity of a microphone should conform to the Class 1 requirements of IEC 60942:2017. All sound level meters/microphones should comply with Class 1 requirements of IEC 61672-1:2002.

Each NMS will be equipped with:

1. A sound level meter with display.
2. Existing poles and microphone access.
3. Cellular antenna and modem.
4. Backup battery.
5. A lockable keyed alike, weatherproof security case.

Each NMS will be capable of:

1. Acoustic signal processing.
2. Measuring sound pressure levels in A and C weighted frequency over a range from 30 decibels (dB) to 120 dB.
3. Real-time data transfer.
4. Self-calibration and external calibration.
5. Two-way communication.
6. Real-time community interface.
7. Measuring and recording 1/3 octave band and spectral data.

8. User-friendly command selection and adjustment of discrimination parameters for individual NMSs.
9. Connecting to the mobile maintenance application.
10. Each NMS shall provide battery backup of sufficient capacity to allow full operation of the NMS for at least three days. Batteries should be checked during annual preventative maintenance and replaced as required.
11. Automatic retransfer of data when errors or data loss are identified. If it cannot wholly and successfully transfer data, it will provide a warning message. In the event of a power, or network interruption, each NMS, will be capable of collecting and storing additional data for a minimum 30 days, without overwriting any data not sent to the ANOMS server.

The contractor will provide all supplies necessary to provide continued maintenance and support services of the NMSs hardware. Supplies include but are not limited to windscreens, backup batteries, sound level meters, microphones, microphone cables (may be custom), cellular modems, etc.

The contractor should perform annual preventative maintenance for each of the ten NMS locations. The annual preventative maintenance will include the following at each NMS location: visual inspection, calibration, replacing hardware if needed, establishing network connection prior to leaving site, cleaning site, replacing backup batteries if needed, checking cellular modem connectivity, etc.

The annual preventative maintenance schedule should be coordinated with JWA ANO staff and should occur at each NMS prior to the previous calendar year date of completion. An annual preventative maintenance report and letter should be delivered within 7 business days from the completion of the annual preventative maintenance.

The contractor will provide live telephone technical support from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. local time (PST). The contractor will describe response times for fixing system problems and JWA expects to apply penalties for failure to meet these response times.

JWA has as its goal, zero downtime. All necessary steps shall be made to achieve the least amount of time during which component is inoperable. JWA requires that any major system failure that results in the failure to collect and store noise or flight tracking data will have a response time of less than 24 hours or one business day.

Within 24 hours of resolving NMS failures, the contractor shall notify the ANO that the failure has been resolved and will include a brief description of the action taken to resolve the failure. The contractor will also notify the ANO within 4 hours of any condition(s) that have developed, or that might develop that might affect the proper operation of the ANMS.

The contractor shall provide Airport Noise and Operations Management System (ANOMS) as the ANMS software. ANOMS is an integrated software solution for monitoring, analyzing and reporting aircraft noise and collecting flight tracking data. ANOMS will have a straightforward graphical user interface (GUI) that supports streamlined and efficient workflows.

ANOMS operates on an off-site facilities server where data access is provided through the Internet. This has numerous advantages with respect to hardware, software, and database maintenance: (1) the ability for the contractor to maintain and repair hardware and database at its own site rather than traveling to JWA; (2) the shift of responsibility for server maintenance and operation to the contractor; and (3) the faster and more efficient re-loading and/or restoring of very large server databases.

#### Data Collection, Computation, and Compilation

The types of data collected and interpreted by the ANOMS software shall include:

1. Aircraft operations and flight track information data.

2. NMS data.
3. Noise event data.
4. Audio playback feature with a retention of one calendar year.
5. Community noise complaint data.
6. Meteorological data.
7. Mathematical and statistical operations.
8. Software features.

### User Interface

ANOMS user-friendly interface features shall include:

1. User-defined query set-up for report generation.
2. Correlations between different data sets.
3. Zone, corridor and gate penetration analysis.
4. Track density analysis.
5. Point of Closest Approach (PCA) analysis.
6. Flight track screen display, filtering, sorting and coloring by airport, operation, etc.
7. Flight track filter.
8. Altitude profile analysis.
9. Automated noise reporter's response.
10. Exporting data/image/map layers.
11. Displaying noise monitors, noise reporters, flight track and any other georeferenced location on a map.
12. Base maps and map detail layers.
13. A replay of flight tracks, noise levels, noise events with video capture and export.
14. Custom and standard reports.

### **B. Webtrak Public Flight Tracking System Software (Webtrak)**

The contractor will provide the WebTrak Public Flight Tracking System Software (Webtrak); a fully-hosted web-based flight track viewer and reporting complaints of aircraft noise events. WebTrak delivers a better experience for stakeholders and minimizes errors that the noise office needs to review and correct. WebTrak is unique in the industry by giving its users the same data used by the airport and linking reported aircraft events directly to ANOMS. WebTrak is a streamlined system that is fully integrated with the ANOMS used by JWA.

WebTrak simultaneously provides a self-service channel to report an aircraft noise event complaint and enables the community to see actual flight tracks and noise levels in a way that is easy to understand, and which facilitates investigation of their noise concern. It is common for communities surrounding airports to question the information that the airport is publishing regarding noise exposure and what is being done to control noise exposure. With WebTrak, the neighboring communities can see what is going on and how adherence to noise abatement procedures are being monitored using the same data that the JWA ANO uses.

The contractor will provide all associated continued maintenance and support services as part of the Webtrak solution to JWA. The Webtrak solution will be customizable to include JWA specific color schemes, wordmarks, logos, etc. to comply with JWA's style guide, which can be provided.

Webtrak is comprised of the following primary features:

1. Ability to review near real-time flight data and up to 3 months of historical flight track data.
2. Standard and satellite map layers available for viewer's choice.
3. Aircraft identification with icons indicating jet, propeller and helicopter.
4. Flight information tags with aircraft type (FAA registry), altitude, origin and destination, and flight number.
5. Color coding of aircraft operations in terminal airspace (arrival, departure, overflight).



6. Address locator tool enabling residents to pinpoint location in airport vicinity.
  - i. Address lookup on the map to automatically locate position of interest
  - ii. Ability to select and view specific flights
  - iii. Check the point of closest approach of a flight and view graphically
7. Zoom, re-center and pan map functions
8. Fast-forward function and ability to adjust flight track animation speed of time period queried.
9. Messaging window or display.
10. Direct submission of reported aircraft noise event complaint information
11. Labeled one-second noise readings at each NMS.
12. Personal data collection.
  - i. Control over the data collected
  - ii. Presentation and acceptance of personal data collection
  - iii. Anonymous complaint collection
13. Delaying of data to meet security requirements upon JWA request
  - i. Removal of flights (such as military and police) to meet security requirements
  - ii. Removal of flight information (for example call sign and tail number) for privacy purposes
  - iii. Airport control over removal of individual flights for operational reasons
14. Overlay of quarterly and annual noise contours.
15. Overlay of flight track procedures.
16. Overlay of weather conditions.

### C. **Viewpoint Complaint Collection and Management Services (Viewpoint)**

The contractor will provide the Viewpoint Complaint Collection and Management Service (Viewpoint). Viewpoint is a streamlined and efficient complaint management system that is fully integrated with ANOMS. It makes it easy for the community to lodge complaints and inquiries in a variety of modes while ensuring that JWA can efficiently manage the incoming data.

The Viewpoint approach delivers a better experience for the complainant and minimizes errors that the noise office needs to review and correct, significantly reducing workload. The most important part of a modern complaint management system is the ability to effectively handle complaints arriving from new channels as well as integrate with current systems in use. Viewpoint is unique in the industry, having a two-way integration with the ANOMS software. The user is able to effectively link new complaints with records in the ANOMS database as well as gain insight into both current and historical trends.

The contractor will provide all associated continued maintenance and support services as part of the Viewpoint solution to JWA.

#### Community Opinion from Multi-Channel Collection Services

Viewpoint will include the option for any or all the following collection channels:

1. Mobile phone app (Android and Apple iOS)
 

The mobile phone app will be designed to provide a “low friction” method of submitting complaints for the community. Contact and name details are remembered and automatically completed. This will ensure a high degree of consistency in submitted complaints. The mobile phone app also makes use of the device location to detect and set location.
2. Application Programming Interface (API) option for app compatibility
 

The mobile phone app will work with a standardized API. App developers can use this API to deliver complaints into Viewpoint with approval from the Airport. Importantly, the API provides a return ticket for each successfully submitted complaint. The ticket can be cryptographically verified to prove successful submission of complaints via the API. Complainants claiming the Airport has lost complaints can be required to produce the tickets

- as proof of successful submission. Viewpoint can rapidly use the provided ticket to verify submission and allow the user to look it up.
3. Community web complaint form
  4. Web-based manual entry form for John Wayne Airport staff
  5. Interactive telephone voice response system, including automatic phone call transcription for efficient review in ANOMS, for up to 300 calls per month (with surges to 500 calls per month for two months in each year of service)

#### Insight Dashboard

Viewpoint will include a web-based stakeholder dashboard with interactive heat maps and charts to easily access summary information about how complaints are trending. The data displayed will be based on preset periods such as last month, last year, and includes user-defined periods. The data will cover all complaints in the ANOMS database.

1. The dashboard map will include postcode trends, a heat map, and a cluster map.
2. The dashboard will include several information displays that allow the current complaints situation to be explored without the need to generate and review reports.
3. Key insight will include number of callers, number of new callers, number of callers per postcode, type of disturbances, top individuals, contact method analysis, and top locations.

#### Identity Management

Careful identity management is a key component of efficiently managing complaints when many channels for complaint submission are available. Maintaining the link to a single individual in the ANOMS system is important to gain the right insights into complaints data.

Viewpoint will look at the complainant level and the history of the caller. When a new complaint is submitted, it will link to the caller in ANOMS and display the history of the caller and concerns.

When merging and correction is necessary, Viewpoint is designed to provide highly effective merging and matching. The workflows are designed so that the user is efficiently working at the complainant level to review contact details and enter complainants into Viewpoint. For example, if a complainant has submitted ten complaints with the same contact details, Viewpoint automatically matches them to an existing complainant or groups them together so that the user only reviews one set of information to add a new complainant or match to the right complainant.

Viewpoint will deliver improvements in tracking complainant identity and efficient ways of working with complaints including:

1. Workflow improvements designed to reduce the analysis time reviewing multi-channel volumes of submissions
2. Minimizing the opportunities for complainants to enter varying contact details by auto-completion, caller id, mistyped information, etc.

#### **D. Detailed Noise Event Reports Service**

The contractor will provide the Detailed Noise Event Reports Service. The service automatically produces and delivers reports to a publicly accessible web folder. The format and content of the existing reports will be unchanged. The reports will be pushed from ANOMS directly to a web folder provided by contractor.

The reports will be provided one month and one week after the end of the month scheduled to be published, unless otherwise directed, to ensure all flight matching processing has been concluded by the JWA ANO and be configurable beyond that to allow for delayed loading of data and any needed corrections. The reports published to the web folder will be retained and made available for public

access indefinitely, while the service is operating. These reports do not change after publication but can be reissued at any time on request if corrections are required after publication. The contractor will provide all associated continued maintenance and support services as part of the Detailed Noise Event Reports Service to JWA.

## ATTACHMENT B PAYMENT/COMPENSATION

- A. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Airport Noise Monitoring Systems Services as set forth in Attachment A, “Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

- B. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

**Total Contract Amount Not To Exceed:** **\$1,063,937.91**

Contract Term	Monthly Amount	Yearly Amount
Year 1 - Sept 1, 2021 thru Aug 31, 2022	\$16,636.72	\$199,640.64
Year 2 - Sept 1, 2022 thru Aug 31, 2023	\$16,969.45	\$203,633.45
Year 3 - Sept 1, 2023 thru Aug 31, 2024	\$17,308.84	\$207,706.12
Year 4 - Sept 1, 2024 thru Aug 31, 2025	\$17,655.02	\$211,860.24
Year 5 - Sept 1, 2025 thru Aug 31, 2026	\$18,008.12	\$216,097.45
*Additional Service		\$25,000.00

\*Additional Service – unanticipated services not included in the routine scheduled maintenance requested by County Project Manager in writing.

- C. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
- D. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

Payments made by the County shall not preclude the right of the 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.

- E. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- F. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address
  - B. Contractor's remittance address, if different from 1 above
  - C. Contractor's Federal Taxpayer ID Number
  - D. Name of County Agency/Department
  - E. Delivery/service address
  - F. Master Agreement (MA) or Purchase Order (PO) number
  - G. Agency/Department's Account Number
  - H. Date of invoice and invoice number
  - I. Product/service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/delivery charges, if applicable
  - L. Total

Invoices and support documentation are to be forwarded to **(not both):**

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

**OR**

**Emailed to** [AccountsPayable@ocair.com](mailto:AccountsPayable@ocair.com)

Contractor 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 and EFT Authorization Form. To request a form, please contact the DPA.

## ATTACHMENT C STAFFING PLAN

### 1) Key Personnel

Name	Classification /Designation	Licenses/Certifications (Include license/certification number)	Years of Experience	Length of Time with Firm
Mark Karmelich	President		30	5
Bradley Bolton	Manager, Acoustics		6	4
Paul Dunholter	Founder & CEO	Professional Civil Engineer, California No. C48998	40	23
Corby DeMeis	Acoustics Engr.		3	2
Robert Milton	Manager, Software		20	16

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor 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 written approval. County reserves the right to have any of Contractor 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 Contractor personnel.

### 2) Subcontractor(s)

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

Company Name & Address	Contact Name and Telephone Number	Project Function
Envirosuite 2100 #214-53, Palomar Airport Road, Carlsbad CA 92011	James Clinnin 310-350-8676	Project Manager
Envirosuite 2330 East Bidwell, Suite 210, Folsom, California 95630	Monica Singh 916-265-7702	Service Manager, Level 2 Support