

CONTRACT

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

BY AND BETWEEN

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

AND

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

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

RECITALS

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

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

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

1. GENERAL

1.1. Retainer

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

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

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

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

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

1.2. Projects/Services

1.2.1. Description of Projects/Services

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

1.2.2. Design Criteria and Standards

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

1.2.3. Scheduling

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

1.3. Assistance by County Staff

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

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

1.4. Term and Maximum Compensation

The term of this Contract is for three (3) years, commencing upon Board approval, with a maximum allowable compensation of three million two hundred thousand dollars (\$3,200,000.00), with the option to renew for two (2) additional years, with Board approval; except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

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

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

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

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

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

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

2. LABOR

2.1 Non-Employment of County Personnel

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

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

2.2 Non-Discrimination

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

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

2.3 Employee Eligibility Verification

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

2.4 Independent Contractor

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

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

2.5 Conflict of Interest Contractor Personnel

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

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

2.6 Labor Code Notice

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

3. INSURANCE

3.1 Insurance Requirements and Endorsements

- 3.1.1** Prior to the provision of services under this Contract, the A-E agrees to purchase all required insurance at A-E's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.
- 3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this Contract shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this Contract for inspection by County representative(s) at any reasonable time.
- 3.1.3** All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:
1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this Contract, A-E shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
 2. A-E's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the A-E's SIR provision shall be interpreted as though the A-E was an insurer and the County was the insured.

3.1.4 If the A-E fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

A. Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence or \$10,000,000 if Commercial Ramp access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

B. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.
2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

C. Required Endorsements

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

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

- b. A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange, Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
3. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
4. A-E shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.
5. If A-E's Professional Liability policy is a claims-made policy, A-E shall agree to maintain professional liability coverage for two (2) years following completion of Contract.
6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
8. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
9. County expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
10. County shall notify A-E in writing of changes in the insurance requirements. If A-E does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and County shall be entitled to all legal remedies.
11. The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. INDEMNITY/COMPLIANCE

1.1 Indemnification

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

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

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

1.2 Bills and Liens

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

1.3 Compliance with Laws

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

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

5. TERMINATION

5.1 Termination of Contract for Cause

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

5.2 Termination for Convenience

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

5.3 Breach of Contract

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

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

5.4 Default

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

6. MISCELLANEOUS

6.1 Laws to be Observed

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

6.2 Award of Construction Contract and Other Future Contracts

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

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

6.3 Amendments

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

6.4 Successors and Assigns

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

6.5 Entirety

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

6.6 Severability

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

6.7 Binding Obligation

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

6.8 Governing Law and Venue

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

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

6.9 Intentionally Omitted

6.10 Ownership of Documents

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

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

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

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

6.11 Confidentiality

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

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

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

6.12 Publication

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

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

6.13 Records and Audit/Inspections

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

E in the performance of this Contract.

6.13.2 Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contract.

6.13.3 A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.

6.13.4 Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

6.14 Notices

6.14.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.

6.14.2 Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

6.14.3 All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

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

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

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

6.15 Attorney's Fees

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

6.16 Interpretation

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

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

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

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

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

6.17 Headings

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

6.18 Acceptance

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

6.19 Changes

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

6.20 Assignment

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

6.21 Changes in Ownership

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

6.22 Force Majeure

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

6.23 Calendar Days

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

6.24 Title to Data

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

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

6.25 Availability of Funds

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

6.26 Contingency of Funding

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

6.27 Contract Construction

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

6.28 Conflicts of Interest

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

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

6.29 Usage

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

6.30 Cooperative Agreement

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

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

6.31 Wage Rates

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

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

6.32 Apprenticeship Requirements

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

6.33 Registration of Contractor

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

6.34 Payroll Records

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

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

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

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

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

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

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

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

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

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

6.35 Work Hour Penalty

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

6.36 Apprentices

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

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

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

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

6.37 Safety

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

(signature page follows)

County of Orange
Arcadis U.S. Inc.

MA-280-21011508

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

ARCADIS U.S. INC
a Colorado Corporation,

Date: 5/3/21

By: [Signature]
Signature

GIRISH KRIPALANI, SR. VP.
Print Name & Title

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

Date: 5-3-21

By: [Signature]
Signature

ALLEN C. JUST, ASSISTANT SECRETARY
Print Name & Title

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

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

Date: _____

By: _____

Print
Name: _____

Title: Deputy Purchasing Agent

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

By: Mark N. Sanchez

Deputy

Print Name: Mark N. Sanchez

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

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

II. GENERAL DESCRIPTION OF SERVICES

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

III. CONTRACT TASK ORDER

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

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

IV. SCOPE OF WORK – AIRPORT FACILITIES SERVICES

A. ADMINISTRATOR

1. GENERAL

The Airport Facilities Support Services Administrator (ADMINISTRATOR) under the terms and conditions of this Agreement shall perform those services described below, pertaining to the facilities support services of John Wayne Airport (JWA or Airport) projects as they relate to the Airport’s Capital Improvement Program (CIP), Maintenance Improvement Program (MIP), and other non-capital facilities projects including all their elements (Project) as defined

in this Agreement. The Airport's Projects are comprised of various non-capital, capital, and maintenance improvement projects, involving the rehabilitation and modification of existing building systems, design and construction of Airport facilities including security improvements, implementation of environmental projects, and initiation, development, and execution of other miscellaneous projects, including engineering studies and/or reports.

JWA on behalf of the County of Orange (COUNTY) requires supplemental professional services to meet workload demand and project scheduling commitments in relation to Consultant Services for various projects. ADMINISTRATOR is defined as the representative responsible for providing facilities support services for the Airport. In order to supplement its existing resources, COUNTY intends to issue "On-Call Airport Facilities Support Services" for use by JWA on an "as-needed" basis. No specified amount of work is guaranteed to ADMINISTRATOR.

2. BASIC SERVICES AND RESPONSIBILITIES

2.1 Manner of Performance

ADMINISTRATOR shall perform a broad range of management and advisory services, which shall include comprehensive oversight of project agreements (may also be referred to as contracts), including but not limited to, Architect-Engineer (A-E) agreements for services such as architectural and engineering design and Construction Administration services, Construction Management services, Commissioning services, Design-Build work, Maintenance work, and Construction work. Additional services shall include, but would not be limited to: technical services, engineering consulting services, coordination services, planning services, pre-design trade-off studies, conceptual design and engineering services, cost/schedule control services, planning and administration services of Projects, and value engineering.

2.2 General Duties and Responsibilities

ADMINISTRATOR shall perform the following:

2.2.1 Mobilization and Administration

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

- g. Upon completion of individual Projects, assemble all records in a labeled and coded archiving system approved by the COUNTY.

2.2.2 Airport Facilities Support Services

- a. Verify Project budgets, schedules and phasing, and manage the Projects in a manner, which promotes completion of all Projects on time and within budget.
- b. Assist the County in preparation and administration of Agenda Staff Reports (ASRs). Provide the COUNTY with supporting data and technical information required for preparing ASRs.
- c. Provide regular monitoring of Project schedule, and recommended changes where necessary. Identify potential variances between scheduled and probable completion dates, review scheduled for work not started or incomplete and advise the COUNTY regarding necessary adjustment in the work to meet scheduled completion dates. Provide summary report and document all changes in schedule. Implement any adjustments or remedial measure recommended to the COUNTY which the COUNTY has approved.
- d. Implement and maintain Project cost control. Monitor the approved Project construction budget, incorporate approved changes as they occur, and develop cash flow reports and revised forecasts as needed to keep the COUNTY informed. This shall be made part of Unifier or other Airport designated system.
- e. Schedule, conduct and document meetings, and prepare and distribute meeting minutes within three (3) business days.
- f. Plan, support, and coordinate the work of other A-Es, Consultants, Construction Managers, and Construction Contractors assigned to A-Es. Assist the COUNTY in enforcing the terms and conditions of contracts between the COUNTY and third parties related to Projects. Identify contract violations and recommended courses of action to the COUNTY to remediate contract violations.
- g. Coordinate with other public and private entities, such as the Federal Aviation Administration (FAA) under the Federal Department of Transportation, Department of Homeland Security, airline companies, Airport tenants and concessionaires, Caltrans, Federal Highway Administration, U.S. Department of Transportation, and other municipalities or local, state, and federal agencies under the guidance and direction of the County. Assist the COUNTY in drafting agreements with agencies as directed.
- h. Subject to COUNTY approval, the ADMINISTRATOR shall be responsible for all the drafting, justification, presentation, and processing of all applicable local, state, and federal permits, licenses required for any part of the project within the ADMINISTRATOR's Scope of Services, with any person, agency, or entity.
- i. Attend monthly status review meeting and provide written and/or oral project status reports, emphasizing problems or potential problems, and make recommendations on a monthly basis, or more often at the discretion of the COUNTY.
- j. Coordinate the requirements of public utility companies and municipalities. Coordinate facilities requirement to ensure utility stems are compatible with the Project requirements.
- k. Review, analyze, and advise the COUNTY regarding general engineering and construction management aspects of Projects.
- l. Support the Projects to minimize the impact on Airport and airfield operations.
- m. Advise and assist the COUNTY in FAA matters related to Projects.

3. DUTIES AND RESPONSIBILITIES – GENERAL

ADMINISTRATOR shall perform the duties outlines below within the policies and procedures of the COUNTY.

3.1 ADMINISTRATIVE REQUIRMENTS

3.1.1 Architect-Engineer Contracts

The ADMINISTRATOR, upon request by the COUNTY, shall assist the COUNTY in providing technical and other professional data pertaining to the pre-selection, selection, and negotiation phases for the retention of potential Architect-Engineer firms (Architect-Engineers). The ADMINISTRATOR, upon request by the COUNTY, shall assist the COUNTY in the evaluation of any technical, design, and/or construction submittals by potential Architect-Engineers. All such assistance shall be separately documented under the ADMINISTRATOR's cover letters or memos as being provided by the ADMINISTRATOR

3.1.2 Design-Build and Construction Management Contracts

The ADMINISTRATOR, upon request by the COUNTY, shall assist the COUNTY in providing technical and other professional data pertaining to the prequalification, selection, and negotiation phases for the retention of potential Design-Build firms (Design-Builders) and Construction Management firms (Construction Managers). The ADMINISTRATOR, upon request by the COUNTY, shall assist the COUNTY in the evaluation of any technical, design, and/or construction management submittals by potential Design-Builders and Construction Managers. All such assistance shall be separately documented under the ADMINISTRATOR cover letters or memos as being provided by the ADMINISTRATOR.

3.1.3 Construction Contracts

The ADMINISTRATOR, upon request by the COUNTY, shall assist the COUNTY in providing technical and other professional data pertaining to the prequalification phases of potential General Contractors. The ADMINISTRATOR, upon request by the COUNTY, shall assist the COUNTY in administering the project-bidding phase, including issuance of bid documents, pre-bid conferences and issuance of addenda. The ADMINISTRATOR, upon request by the COUNTY, shall assist the COUNTY in evaluating construction bids and advising of any irregularities or inconsistencies in the bid results. All such assistance shall be separately documented under the ADMINISTRATOR's cover letters or memos as being provided by the ADMINISTRATOR.

3.2 CONTRACT MANAGEMENT AND OVERSIGHT

- a. The ADMINISTRATOR shall be responsible for ensuring that all assigned contractors perform all work in accordance with their contracts and respective scopes of services, general conditions, special requirements, and other requisites; that all such work shall be performed in accordance with the contract and project schedule; and further, the ADMINISTRATOR shall be responsible for reporting to the COUNTY and documenting all deviations, breaches, and variances from the contracts and contract schedules.
- b. The ADMINISTRATOR shall be responsible for reviewing and processing the contractor's payment requests and schedule updates. The ADMINISTRATOR shall ensure that all payment requests and schedule updates are accurate, properly documented, and comply with the subject contracts. The A-E shall be responsible for independently verifying the accuracy of all payment requests and schedule updates. The ADMINISTRATOR shall be responsible

for reporting to the COUNTY and documenting any payment requests or schedule updates which it believes are not in accordance with the subject contracts.

- c. In accordance with the foregoing duties and responsibilities, the ADMINISTRATOR shall schedule conferences and meetings and make site visits so as to observe the work of the contractors and the quality and progress of the contractor's work.
- d. The ADMINISTRATOR shall coordinate the submittal and processing of design and bid documents through regulatory agencies and authorities, including the Airport Commission, Federal Aviation Administration under the Federal Department of Transportation, Department of Homeland Security, Orange County Public Works (OCPW), and Orange County Fire Authority (OCFA), and expedite the issuance of building permits.
- e. The ADMINISTRATOR shall manage the Contractors' amendment requests and change order requests, verify their validity, and negotiate their price. The ADMINISTRATOR shall assist the COUNTY with the issuance of contract amendments and change orders.
- f. The ADMINISTRATOR shall coordinate the activities of land surveying firms including JWA's land surveying teams, Geotechnical Investigation firms, and Special Testing and Inspection firms. The ADMINISTRATOR shall coordinate construction staging areas, construction site access and egress, and Contractor parking.
- g. The ADMINISTRATOR shall manage and coordinate the close-out of Contractors' agreements, including the commissioning, testing, and start-up of building systems, final inspections of completed work, assemblage of As-Built and Record Drawings, Operations & Maintenance Manuals, and warranties and guarantees. The ADMINISTRATOR shall secure final acceptance certificates for work, Notices of Completion, and Certificates of Occupancy.
- h. The ADMINISTRATOR shall prepare Final Project Reports and Data Sheets, and prepare Reports of Lessons Learned.

4. DUTIES AND RESPONSIBILITIES – BY JOB CATEGORY

4.1 Project Administrator:

- Principal Project Administrator
- Project Administrator
- Senior Project Administrator

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

These positions perform a wide-ranging arena of and professional airport facilities support services, including, but not limited to: Prepare project administration documents for projects, including: Architect-Engineer (A-E) Requests for Qualifications and Requests for Proposals, A-E Services Agreements, Contractor and Design-Builder Requests for Pre-qualifications, Construction Bid Documents for Federal and Non-Federal projects, Design-Build Requests for Proposals for Federal and Non-Federal projects, and other related project administration documents; solicit A-E Statements of Qualifications; engage in and manage the review, evaluation and selection processes of A-E firms and Design-Build entities; make selection recommendations and negotiate fees; prepare construction bid documents and manage

projects' bidding and construction phases; provide planning, administrative processing, and professional and technical reviews for design and construction of non-capital, capital, and maintenance projects; coordinate and monitor design-phase and construction-phase progress to ensure compliance with project's contractual and construction specifications requirements; prepare and/or assist with preparation of annual FAA grant applications for projects; interact with user departments, regulatory authorities/agencies having jurisdiction over projects, A-E firms, and other project stakeholders to resolve design and/or construction issues; and perform other administrative and facilities support services at the Airport as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.2 Project Specialist:

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

4.3 Construction Management:

- Construction Administrator
- Senior Construction Administrator

Duties and responsibilities within the Construction Management job category include, but are not limited to: Coordinate project communication between the contractor and the Architect-Engineer (A-E); Assure that contractors adhere to all project site safety requirements, and that proper inspections, observations and reporting in that regard are adhered to; coordinate the Quality Control/Quality Assurance (QC/QA) requirements, including testing and inspection requirements, and development of the Special Inspection & Testing schedule; coordinate regulatory and QA inspections with JWA Inspectors and outsourced QA personnel, and provide assistance as needed to JWA Inspectors; review, analyze, and track project schedule, and monitor potential delays; assist the project administrator and/or COUNTY assigned Project Manager with the review of change orders for technical merit, and coordinate contractors' change order processing, and collaborate with other project team members on the proper execution of all necessary steps for concluding change orders; review and process contractors' progress payment requests via Unifier or other Airport designated system, assuring that all work-in-place and billed quantities are verified for accuracy and billability; assure that contractors adhere to all environmental compliance matters, in accordance with projects' contractual and technical requirements; attend projects' regularly-scheduled progress meetings; coordinate projects' submittal processes, reviews, and transmittals; coordinate projects' Request for Information (RFI) processes, reviews, and transmittals; assure that As-Built and Record Drawings are properly coordinated, maintained and well-documented throughout the construction phase; write project status reports on a variety of issues for JWA management's information and consideration, and attend meetings as necessary to present projects' progress status and other reportable conditions; coordinate projects' close-out phase, including scheduling and attendance at the punch list and final job walks, monitoring and assuring the execution of the punch list process, and securing of close-out documents including warranties, guaranties, and Operations & Maintenance Manuals; and other Construction Management - related duties and responsibilities as required by project

conditions, and as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.4 Contract Administration:

- Contract Administrator
- Senior Contract Administrator

Duties and responsibilities within the Contract Administration job category include, but are not limited to: Provide support to the project team in all matters related to contract administration; establish familiarity with new incoming changes and job walks potential changes for clarification of work; Prepare and issue Construction Change Authorizations (CCA) when merit is established by the project administrator and/or construction manager; secure necessary internal approvals and upload to Unifier or other Airport designated system and distribute to Contractor; review contractor's Change Order Pricing (COP) to ensure Scope of Work (SOW) described is consistent with CCA; create Potential Change Orders (PCO) in Unifier or other Airport designated system, and advance PCOs in Unifier or other Airport designated system as needed for necessary input and approvals; collaborate with construction estimators to secure Independent Cost Estimate (ICE) and analyze ICE and COP variances; assist with the negotiation and documentation of the final change order price, and assure that all time and materials are verified by the JWA representative when the change is Time & Material-based; assist with the preparation of documentation for project schedule changes; prepare change orders' Records of Negotiation (RON); assure that all wet signatures are secured where needed on all change order documents; assure that all required documentations are entered into Unifier or other Airport designated system and advanced to the appropriate persons for proper and timely processing; assist with the presentation change orders at the Change Order Review Board (CORB) when required; create the Unifier Construction Change Order (UCCO) or Construction Change Order (CCO) once CORB has granted approval, and assure that all final change order documentation receives the authorizing signatures and approvals in Unifier or other Airport designated system; execute the proper steps in Unifier or other Airport designated system to close-out change orders, and ensure distribution of documents to the project team; and other Contract Administration - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.5 Field Representative/Site Coordinator:

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

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

4.6 Field Engineer:

- CADD/BIM/GIS Administrator
- CADD/BIM/GIS Manager
- CADD/BIM/GIS Specialist
- Design Engineer
- Design QA/QC Manager (CA PE)
- Design QA/QC Specialist
- Field Engineer
- Graphics/Design Visualization Specialist
- Resident Engineer (CA PE)
- Senior Design Engineer (CA PE)
- Technical Writer – Engineering

Duties and responsibilities within the Field Engineer job category include, but are not limited to: Provide oversight for construction activity phase of the project as identified by the contract documents; oversee the construction phase of the work, and communicate with the project administrator and/or COUNTY assigned Project Manager, to ensure that contractual obligations are satisfied and conditions are met for JWA requirements, based on contract documents; collaborate and communicate with the project administrator and/or COUNTY assigned Project Manager, A-E, and Construction Manager, as requested by JWA, in performing analysis of contract documents, bids and/or estimates, schedule requirements. Critical Path Method (CPM) Schedules, milestone schedules, and budget parameters; review submittals and drawings, changes in design, change estimates, contractor's daily reports, and schedules for JWA compliance as requested by JWA, and in accordance with the contract documents; communicating all project related matters with the ADMINISTRATOR, Project Manager, A-E, and Construction Manager, contractors, JWA Inspectors, and other stakeholders as defined in General Conditions of the contract, and specified under duties, responsibilities and communication clause of the contract or as requested by JWA; inspect and document the construction phase activities daily, via a project log or diary (not to be supplemented for JWA Inspections); review the Project Quality Control Plan and ensure all Inspection and Testing procedures are being followed and documented and communicated properly; inspect the construction work, document and track all non-conformance construction issues, communicate with the PM as requested by JWA (not to be supplemented for JWA Inspections); review, substantiate, and comment on invoices, change orders, and back-charges for consideration by direct reports; and other Field Engineer - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.7 Unifier Administration/Unifier Architecture:

- OP Unifier Administrator
- OP Unifier Architect
- OP Unifier Specialist

Duties and responsibilities within the Unifier Administration/Unifier Architecture job category include, but are not limited to: **Support Management** for the Internal and External stakeholders which includes Company Administration - add companies and company permissions; User Administration & Management – add user groups and group permissions, add users, manage user permissions and user password control; Data Management – provide data element updates and maintenance; Cost Management - create WBSs and provide Cost Sheet administrative support; Document Management - ensure comprehensive document management in Document Manager; Unifier User Report Template Management - develop, implement, and update the report templates; Management Reports Administration - collaborate with management and stakeholders to evolve business reporting requirements;

Program/Project Administration - set up new projects in the system and close out completed projects. **Unifier Architecture Management**, which includes Business Process (BP) configuration & imports, BP management, BP setup and maintenance, data definitions and Elements Management, creation of smartforms & upperforms, updating and maintenance of smartforms & upperforms, etc. **Training Management**, which includes development and updating of the training manual, and scheduling and conduct of group and individual training sessions. **Change Management**, which includes Stakeholders/Internal Client Management – conduct meetings to gather requirements; conduct analysis, prioritize requests and create/change and import BP to incorporate requirements; make presentations on process related changes and provide mentoring, motivation and support on new concepts, techniques and industry best practices. **Application Upgrade Management**, which includes the evaluation, recommendation of solutions and scheduling incorporation of system upgrades. Perform other Unifier Administration/Unifier Architecture - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.8 Construction Estimating:

- Construction Estimator
- Cost Analyst
- Senior Construction Estimator
- Senior Cost Administrator

Duties and responsibilities within the Construction Estimating job category include, but are not limited to: Create initial and conceptual budgetary phase estimates; estimate validation and/or creation for all phases of project design, including pre-design, schematic design, design development, 50-percent construction documents, and 90-percent and/or final construction documents; create post-award estimates, including changes to contract scope, unforeseen site conditions, and change order estimates; Analyze drawings, specifications, and other project documents to prepare time, cost, materials, and labor estimates; confer with JWA, A-Es, contractors and subcontractors on changes and adjustments to cost estimates; consult with JWA, vendors, construction managers and foremen, and other stakeholders to discuss and formulate estimates and resolve issues; assess cost effectiveness of products, projects or services; and other Construction Estimating - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.9 Construction Scheduling:

- Construction Scheduler
- Senior Construction Scheduler

Duties and responsibilities within the Construction Scheduling job category include, but are not limited to: Provide scheduling for CIP projects and additional projects as directed; produce, review, validate, approve, and update CPM schedules, recovery schedules, cost-loaded schedules, and “what-if” analyses considering schedule options for alternate project scenarios; prepare schedules in a wide range of presentations, including Gantt and Network Diagrams; provide on-call and as-needed training of staff and other users on scheduling techniques; prepare and maintain reports including cash flow, resource leveling, earned value, budget, critical tasks, and milestones for all schedules as-required or directed; develop CPM construction schedules from drawings and specifications; review and analyze complex construction schedules and provide professional opinion on projects’ schedule status; create reports as necessary on project progress as well as predictions of the work moving forward; confirm that project progress is consistent with its schedule and other project records. Prepare status reports as requested; review and analyze 3-week look-ahead reports and advise project

team of potential cost and schedule impacts and inefficiencies; attend meetings and advise project team of actual progress and related cost implications; develop potential recovery/mitigation plans for time and cost; and other Construction Scheduling - related duties and responsibilities as assigned by the Facilities Development Division Deputy Airport Director and/or Airport Engineering Section Manager.

4.10 Safety Oversight:

- Safety Manager

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

4.11 Information Processing/Clerical:

- Information Processing Specialist

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

5. LIMITS OF AUTHORITY

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

- a. Authorize deviations from the approved Project Scope Statement and/or Change Orders.
- b. Conduct any testing or inspection required by regulatory agencies.
- c. Assume any responsibilities of the construction contractor.
- d. Practice objective selection of construction contractor's base on quality craftsmanship and performance for maintenance and repair projects.
- e. Expedite the job for the contractor with exception to provide all the information needed for contractor to proceed with the work.
- f. Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific techniques means or sequence is called for in the plans or specifications.

- g. Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of the COUNTY or their designee.
- h. Make any settlement agreements with the contractor without involvement and prior approval of the COUNTY or their designee for any construction disputes or claims.

6. WORK PRODUCT

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

7. LOCATION OF SERVICES

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

8. PROGRESS REPORT AND SCHEDULE

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

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

9. TIME OF COMPLETION

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

10. MINIMUM QUALIFICATIONS

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

- d. Provide 24x7 support with a 2-hour response time from staff assigned to projects.
- e. Experience with Unifier.

11. ADDITIONAL SCOPE REQUIREMENTS

1.1 General Conditions

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

1.2 Security Requirements

ADMINISTRATOR shall:

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

- m. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

12. ADDITIONAL SCOPE REQUIREMENTS

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

- a. **Badge Acquisition:** Prior to issuance of a security badge(s), designated ADMINISTRATOR personnel who shall be working on-site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$31.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. ADMINISTRATOR's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). ADMINISTRATOR shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. ADMINISTRATOR's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
- b. **Driving Endorsement:** In addition to obtaining a JWA access control badge, ADMINISTRATOR's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.
- c. **Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.
 - i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA ADMINISTRATOR, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
 - ii. JWA security badge is the property of County and must be returned upon termination of ADMINISTRATOR personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued. JWA security badge is nontransferable.
 - iii. In the event that a ADMINISTRATOR's badge is not returned to JWA upon termination of ADMINISTRATOR personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to ADMINISTRATOR. ADMINISTRATOR's final payment may be held by County or a deduction from ADMINISTRATOR's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

- iv. ADMINISTRATOR shall submit the names, addresses, and driver's license numbers for all ADMINISTRATOR personnel who shall be engaged in work under this Contract to County Project Coordinator within seven days after award of the Contract or within seven days after the start of any new ADMINISTRATOR personnel and/or prior to the start of any work.
- v. No worker shall be used in performance of this work that has not passed the background check

**ATTACHMENT B
COST/COMPENSATION**

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

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

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

A. Classification Rates:

ARCADIS U.S. INC.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal Project Administrator	\$197.00
Senior Project Administrator	\$174.00
Project Administrator	\$150.00
Senior Construction Administrator	\$174.00
Construction Administrator	\$146.00
Senior Contract Administrator	\$152.00
Contract Administrator	\$128.00
Site Coordinator II/Field Rep. II	\$140.00
Site Coordinator I/Field Rep. I	\$120.00
OP Unifier Architect	\$190.00
OP Unifier Administrator	\$120.00
OP Unifier Specialist	\$136.00
Senior Cost Administrator	\$184.00
Cost Analyst	\$152.00
Senior Construction Estimator	\$170.00
Construction Estimator	\$148.00
Senior Construction Scheduler	\$190.00
Construction Scheduler	\$168.00
Senior Design Engineer (CA PE)	\$185.00
Design Engineer	\$139.00

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

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

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

B. Total Contract Amount Shall Not Exceed: \$3,200,000.00

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. A-E’S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by County:
- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
 - 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.

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

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

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

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

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

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

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

Each Request for Payment shall be accompanied by:

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

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

Invoices and support documentation are to be forwarded to:

TBA – Per Task Order

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

Or

Emailed to AccountsPayable@ocair.com

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

**ATTACHMENT C
STAFFING PLAN**

1. A-E KEY PERSONNEL

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

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

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

2. SUBCONTRACTOR(S) (IF APPLICABLE)

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

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