

AMENDMENT No. 1
JOHN WAYNE AIRPORT
PROJECT NO. 281-281-4200-P208
PARKING ACCESS & REVENUE CONTROL SYSTEM (PARCS)

JOHN WAYNE AIRPORT AGREEMENT
ARCHITECT-ENGINEER SERVICES

PROJECT: Parking Access and Revenue Control System
PROJECT NO: 281-281-4200-P208

THIS AGREEMENT (the "Agreement"), is made and entered into on the _____ day of _____, _____, between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Kimley-Horn and Associates, Inc., hereinafter referred to as the "Architect-Engineer (A-E)." This agreement will be administered by the Director of John Wayne Airport or his designee, hereafter referred to as "JWA".

WITNESSETH:

Whereas, COUNTY wishes to obtain A-E services with specialized expertise in Parking Access and Revenue Control System (PARCS), to assist JWA in planning, design, procuring, construction and commissioning of a new PARC System that meets current and future parking needs of the Airport.

A-E is a firm which is duly licensed and registered under the laws of the State of California to provide engineering services, and

Whereas, A-E hereby covenants that it is willing to perform such A-E services in a manner and under the conditions set forth hereinafter,

IT IS MUTUALLY AGREED between the parties hereto that:

1. TERM OF AGREEMENT

The "Term" of this Agreement shall commence upon the date of award as evidenced by the COUNTY Board of Supervisors Minute Order awarding this Agreement. The A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by COUNTY. The A-E shall have 21 days from award of the contract for approval of insurance, 7 days for A-E to submit complete insurance documents and 14 days for the County for approval. Also, A-E may not work on the site until its Safety Plan is approved by the County.

2. A-E SCOPE OF SERVICES

A-E services for the above referenced project (the "Project") shall be in accordance with the latest "Architect-Engineer Guide" and CAD Drafting Standards as issued and to be provided by JWA and incorporated into this Agreement by reference.

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A. Basic Design Services

A-E shall perform those tasks and duties set forth in this Agreement and as further defined in the “Exhibit -A”, Scope of Services; in Not-To-Exceed amounts set forth in Clause 5, “Compensation”; in the time set forth in Clause 7 “Schedule”; and with “Key Personnel” as noted in Clause 8, herein set forth as part of this Agreement and as summarized in the table below:

Item No	Contract Exhibits/ Clauses	Agreement Clause No(s)	Document Name
1	“Scope of Services”	2	Exhibit -A
2	“Compensation”	5	
3	“Deliverables” Schedule	7	
4	“A-E’s Personnel”	8	

COUNTY, in its discretion, may reduce, limit or amend the Scope of Services and the corresponding costs upon written notification to A-E. Hourly rates for the services rendered by the A-E are subject to allowable billing rates set forth in Clause 4 – “CHANGES IN SCOPE OF SERVICES”

3. COORDINATION OF DRAWINGS

A-E shall be responsible for the coordination of all drawings, design documents and models relating to A-E's design and used on the Project, regardless of whether such drawings or documents are prepared or performed by A-E, by A-E's subcontractors, or by others. If others have performed preliminary, schematic or design development work, A-E nevertheless accepts full responsibility for that work as fully as if such work had been performed by the A-E itself. A-E shall be responsible for the coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained in them. The A-E shall be responsible for the completeness and accuracy of all drawings and all specifications and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

A-E shall advise COUNTY of any need for securing any tests, analyses, studies, reports, or subcontractor services in connection with the development of the design and construction documents for the Project.

A-E represents and agrees that it has inspected the job site and examined the actual job conditions and limitations of the Project, and that through its inspections the A-E has obtained information sufficient to allow A-E to proceed with the Scope of Services described herein. A-E is and will be relying strictly and solely upon its own such inspections and examinations and the advice and counsel of its agents and officers. Except as expressly set forth in this Agreement, COUNTY is not making and has not made any warranty or representation with respect to site conditions or limitations.

When applicable; The following is a list of projects which may be affected by current A-E's contracted Scope of Services. The A-E agrees to make all efforts as required by JWA and defined in “Scope of Services” to coordinate with the other Project Team members to meet

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JWA's needs. JWA will provide the A-E with information of the Contact person for the listed project(s) after award of the Contract by County Board of Supervisors:

No	List of possible Affected Project(s)	Project Status
1	Southwest Parking Garage	Design phase to begin in October 2007

A-E is responsible for submitting complete stamped and reproducible set of construction documents. The term Stamped and Reproducible Set of Construction Documents shall mean a complete set of construction drawings and specifications that have been submitted to and approved by all applicable local, state and/or federal entities having jurisdiction over the Project, and which bears all of the applicable and/or required stampings and signatures of such entities, and which A-E represents and agrees are complete and suitable for use in successive phases of the project as needed. The A-E shall be responsible for provision of all needed approvals from all applicable local, state and/or federal entities.

4. CHANGES IN SCOPE OF SERVICES

If changes to the Scope of Services cause an increase in costs and/or time, compensation shall be based, at COUNTY's discretion, either on a negotiated fixed fee or hourly rate basis with a not-to-exceed amount, using the hourly rates set forth in the table below for the assigned project staff:

No	Position	Hourly Rate
1	Project Manager	\$198
2	QA/QC Manager	\$180
3	Senior Professional	\$180
4	Professional	\$155
5	Resident Project Representative (RPR)	\$145
6	Designer D7-08	\$112
7	Jr. Professional	\$115
8	CADD Drafter	\$90
9	Admin/Clerical	\$67

The above rates are effective through, and are subject to an increase for services beyond one year anniversary of the award of the contract by the Board of Supervisors, at the request of the A-E, in writing. The amount of annual increase will be based on 80% of the Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties. The time delay by A-E in delivering the contract requirements in a satisfactory quality, and percentage (%) of completion, according to the agreed upon attached schedule in Clause 2 & Exhibit-A of this Agreement, will add to, and delay the anniversary date for calculating a new eligible rate increase due date.

If COUNTY desires a change in the Scope of Services, a written order bearing the heading "Change Order" shall be issued by the Director of John Wayne Airport or designee. The written order shall set forth in reasonable detail the nature of the change. Within ten days of receipt of such Change Order, the A-E shall present to the Director of John Wayne Airport a detailed request for change in compensation and/or a change in the schedule of

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performance from that set forth in the Agreement. Upon receipt, COUNTY may reject the subject Change Order, or negotiate with the A-E a revision of the Change Order and associated cost or change in schedule, or may approve such Change Order as requested by the A-E. COUNTY may also, by written direction, direct A-E to accomplish the Change Order and submit the change in compensation and change in schedule to later resolution by the parties. When a Change Order has been issued, the A-E shall expeditiously proceed to implement the Change Order as set forth herein.

If A-E believes that a change in the Scope of Services is appropriate it shall submit a written request to the Director of John Wayne Airport to issue a Change Order and/or seek approval from COUNTY of such Change Order. Such a request for Change Order shall include the proposed change in the Scope of Services and/or the proposed increase in services, as well as the proposed change in compensation and/or schedule associated with such Change Order. COUNTY may utilize the same options in response to such a request for a Change Order as stated hereinabove.

5. COMPENSATION

A. Basic Services (Not including Reimbursable Costs)

Fee for Basic Services are as follows:

Phase	Basic Services List	Fee Type	Fee Amount
1	Design Phase Basic Services	Fixed Fee	\$490,927 \$571,845
2	Construction Support Phase Basic Services	Hourly Rate, Not-To-Exceed	\$482,324 \$608,851.00
3	Post Construction Services	Hourly Rate, Not-To-Exceed	\$13,056 \$31,390.00

A-E’s Phase 2- “Construction Support Phase Basic Services” will be performed at the option of the COUNTY, after the conclusion of Phase-1 and upon written direction by the County.

- **Phase-1, Design Phase Basic Services (Fixed Fee)**

COUNTY shall pay A-E the fixed fee sum of ~~\$490,927.00~~ \$571,845 for “Phase-1”, “Design Phase Basic Services”, including all the Deliverables described in “Exhibit - A”, Scope of Services. This fixed fee shall cover any and all expenses except for Reimbursable Expenses referenced in Clause 5.B.

- **Phase-2, Construction Support Phase Basic Services (Hourly Rate Not-To-Exceed)**

COUNTY shall pay A-E on an hourly rate basis, subject to Not-To-Exceed sum of ~~\$482,324.00~~ \$608,851.00 for Phase-2, “Construction Support Phase Basic Services. This estimated Not-To-Exceed amount shall cover any and all expenses except for

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Reimbursable Expenses referenced in Clause 5.B.

- **Phase 3- Post Construction Services (Hourly Rate, Not-To-Exceed)**

COUNTY shall pay A-E at the hourly rate set forth in Clause 4 entitled “Changes in Scope of Services subject to Not-To-Exceed sum of ~~\$13,056.00~~ \$31,390.00 for Phase-3, so called “Post Construction Support Services. This estimated Not-To-Exceed amount shall cover any and all expenses except for Reimbursable Expenses referenced in Clause 5.B.

2. Revise Reimbursable Expenses as follows:

The County shall pay A-E actual reimbursable expenses, as set forth in Clause 6 “Payments” subject to Not-To-Exceed estimated Amounts shown below:

Phase	Estimated Reimbursable Expenses	Fee Type	Estimated Fee
1	Design Phase, Basic Services	Actual Cost, Not-To-Exceed	\$49,795
2	Construction Support Phase, Basic Services	Actual Cost, Not-To-Exceed	\$48,954 \$62,790
3	Post Construction Phase Services	Actual Cost, Not-To-Exceed	\$483 \$3,942

3. Revise Compensation Summary as follows:

The Compensation under this agreement shall include:

No	Project Phases	Fee Type	Fee
1	1- Design Phase, Basic Services	Fixed Fee	\$490,927 \$571,845
2	2- Construction Support Phase, Basic Services	Hourly Rate, Not-To-Exceed	\$482,324 \$608,851
3	3- Post Construction Phase Services	Hourly Rate, Not-To-Exceed	\$13,056 \$31,390
4	All Estimated Reimbursable Expenses	Actual Cost, Not-To-Exceed	\$99,232 \$116,527
5	TOTAL MAXIMUM FEE		\$1,085,539 \$1,328,613

6. PAYMENTS

A. Request for Payment

A-E shall use the JWA Request for Payment form provided. A Scope of Services Status Report shall be submitted at the same time as submission of each Request for Payment. This status report shall include a written narrative of work performed during the billing period, an updated Design Schedule approved by County, which has been annotated or marked by A-E

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to show the progress made on each item on the schedule, and as agreed upon by JWA. The Request for Payment form will divide the services according to the Service categories set forth in the Clause 7 entitled "Schedule". A-E shall not be entitled to payment unless and until such annotated or marked copy of the Schedule has been submitted by A-E in a form acceptable to COUNTY. A-E may not be entitled to 100% payment of any task unless and until, it submits Deliverable by the Milestones or within durations agreed upon for that task.

Requests for payment must be submitted to COUNTY no later than the 15th of the month following the month in which the services were performed. Requests for payment must be approved by COUNTY before payment may be made.

B. Fixed Fee

The cost for the work, including the fees and reimbursement Expenses, will be billed by A-E to COUNTY monthly in proportion to the work accomplished and to the extent that authorized reimbursable items are incurred. Requests for payment must be submitted no later than the 15th of the following month to the Manager of Facilities at John Wayne Airport on the form provided for approval before payment may be made by COUNTY Auditor. Payments shall be made to A-E by COUNTY as expeditiously as possible. Payment requests must be accompanied by a scope of services status report.

COUNTY will pay A-E for actual work accomplished based upon the Baseline Design Contract Schedule or other type of schedule accepted by County in writing and produced by A-E. COUNTY is not obligated to pay for fixed fee work without an accepted current agreed upon Schedule.

C. Hourly Fee (Subject To Not-To-Exceed Amount)

A-E shall submit a proper invoice to the COUNTY monthly for actual labor hours worked. A proper invoice shall include all appropriate documentation and information as is required elsewhere in this Agreement.

Payment documentation shall include customary timecard information including, but not limited to:

- 1) Employee name
- 1) Hours worked
- 1) Service dates
- 1) Employee list detailing employee name, company, discipline, function and hourly labor rate.

COUNTY will pay A-E a fee on an hourly basis subject to the respective not-to-exceed limits for services performed based on the hourly rates set forth in the Clause 4 entitled "CHANGES IN SCOPE OF SERVICES" for each Job Classification. COUNTY will not pay labor charges without back-up documentation.

In the event that A-E anticipates the cost for labor services in excess of the authorized amount, the COUNTY shall be notified immediately in writing, provided, that the COUNTY

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shall not be required to pay for labor services in excess of this amount unless the COUNTY otherwise agrees by Change Order.

A-E is responsible for submitting hourly fee labor billings in a format that is acceptable to JWA Accounting.

D. Reimbursable Expenses (Subject To Not-To-Exceed Amount)

All pay requests for Reimbursable expenses shall include all appropriate documentation and information as may be required elsewhere in this Agreement as listed below. A-E shall document all reimbursable expenses with receipts, and documentation must be submitted with monthly billing. COUNTY will pay A-E for reimbursable expenses subject to the respective not-to-exceed limits for actual reimbursable expenses incurred by A-E. COUNTY will not pay expense charges without back-up documentation.

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

- 1) Reproduction expenses paid to outside vendors; to the extent such vendors and actual reproduction rates have been approved by JWA.
- 2) Other actual costs and/or payments specifically approved and authorized in writing by the JWA and actually incurred by the A & E in performance of this Agreement.
- 3) Travel costs shall only be reimbursed if approved in advance in writing by JWA and are subject to the following restrictions:
 - a) Alcohol of any type will not be reimbursed
 - b) Dry cleaning will not be reimbursed
 - c) Hotel movies will not be reimbursed
 - d) Valet parking is reimbursable only if no other parking option is available
 - e) Meals will be reimbursed for personnel on authorized business travel only. Business/working meals by personnel not on business travel will not be reimbursed. Per Diem reimbursement for meals associated with authorized business travel will be for actual costs up to a maximum of \$75.00 per day, including applicable tax, as well as gratuities and tips up to 20% of the actual cost of the meal.
 - f) Air travel is reimbursed at the fare for "Coach Class" seating. "Business Class" or "First Class" fares will not be reimbursed.
 - g) Lodging reimbursement shall be based on actual, reasonable, and necessary costs. Hotel rates associated with authorized business travel exceeding \$200.00 per day must be approved in writing and in advance by JWA. This written approval must be submitted with the billing for

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reimbursable expenses.

- h) Phone charges during hotel stays associated with business support of the Scope of Services must be identified. Personal phone charges will not be reimbursed.
- i) Car rental is reimbursable at the cost for mid-size or lower-size vehicle. Large-size vehicle rentals must be approved in advance in writing by the JWA. JWA approval must be submitted with the billing for reimbursable expenses. Luxury or Sports car rentals of any type will not be reimbursed.
- j) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Agreement shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E’S “Home-based” office location and JWA, as well as mileage within JWA’s property will not be reimbursed.
- k) Cost of “Home-Based” Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- l) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

Reimbursable expenses shall be submitted no more frequently than once every month. All reimbursable expenses must be documented with receipts and documentation must be submitted with billing. Reimbursables without back-up documentation will not be paid. A-E is responsible for submitting billings in a format that is acceptable to JWA Accounting.

7. “DELIVERABLES” SCHEDULE

A-E shall submit to JWA the Deliverables as set forth in table below by the corresponding calendar days beginning 21 days from date of award of contract by the Board of Supervisors. Failure by the A-E to comply with the Milestones and/or allowable days of duration may result in the COUNTY withholding payment and/or making offsets as is authorized by this Agreement. Time is of the essence for the submission of all deliverable items.

PHASE 1, (DESIGN) BASIC SERVICES			
TASK NO.	DESCRIPTION	DELIVERABLE ITEMS	CALENDAR DAYS
1	CONCEPT ENGINEERING CONSULTING SERVICES- PRE-DESIGN STUDIES	Preliminary Draft Pre-Design Evaluations and Recommendations Report	60
		Revised Preliminary Draft Pre-Design Evaluations and Recommendations Report	44
		Final Pre-Design Evaluations and Recommendations Report	8

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		Draft and Final User Requirements Report (5 copies)	8
2	DESIGN ENGINEERING SERVICES- (INCLUDING PLANS, PERFORMANCE SPECS & ESTIMATES)	35% Submittal (sub-Task 2.10 & 2.15)	60
		65% Submittal (sub-Task 2.10 & 2.15)	44
		95% Submittal (sub-Task 2.10 & 2.15)	30
		Final Submittal (sub-Task 2.10 & 2.15)	30
3	PROPOSAL SUPPORT SERVICES	PARCS RFP documents	180
		Proposal Evaluation review and Tabulations	45

JWA shall provide design review comments within the calendar days from receipt of accepted Deliverables as shown in the table below for each of the Deliverables following A-E submission to JWA. COUNTY determination of the completeness of the Deliverables shall be final.

PHASE 1, (DESIGN) BASIC SERVICES – JWA’S REVIEW TIME FOR A-E’S DELIVERABLES IN CALENDAR DAYS			
TASK NO.	TITLE	DELIVERABLE ITEMS	CALENDAR DAYS
1	CONCEPT ENGINEERING CONSULTING SERVICES- PRE-DESIGN STUDIES	Preliminary Draft Pre-Design Evaluations and Recommendations Report	14
		Revised Preliminary Draft Pre-Design Evaluations and Recommendations Report	14
		Final Pre-Design Evaluations and Recommendations Report	14
		Draft and Final User Requirements Report (5 copies)	14
2	DESIGN ENGINEERING SERVICES- (INCLUDING PLANS, PERFORMANCE SPECS & ESTIMATES)	35% Submittal (sub-Task 2.10 & 2.15)	14
		65% Submittal (sub-Task 2.10 & 2.15)	14
		95% Submittal (sub-Task 2.10 & 2.15)	14
		Final Submittal (sub-Task 2.10 & 2.15)	14
3	PROPOSAL SUPPORT SERVICES	PARCS RFP documents	T.B.D.
		Proposal Evaluation review and Tabulations	T.B.D.
NOTE: County’s review time will not be deducted from A-E’s allotted time.			

8. A-E’S Personnel

The A-E must furnish the names of all lead or key people in its firm and its Subcontractor’s firm who will be associated with this project. If the designated A-E, Project Manager, or

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any other key/lead person for the A-E and its assigned Subcontractor's firm fails to perform satisfactorily, upon written notice from JWA, the A-E will have fifteen (15) calendar days to remove that person from the project and replace that person with one acceptable to JWA. Individuals requested to fill vacant key/lead positions and other project-related positions must have prior approval by JWA. If the A-E fails to replace such person(s) to the satisfaction of JWA within thirty (30) days of removal, such failure shall constitute breach of this Agreement by the A-E.

A. Assigned Key Personnel:

A-E agrees that it will not reassign or remove any of A-E's or its Sub-contractor's Key Personnel, and that it will not assign any person to perform the Scope of Services without the prior written consent of JWA. A-E shall not bill the COUNTY for the Scope of Services performed by any personnel, whether or not considered to be Key Personnel, without JWA's prior written approval of the candidate by name and the candidate's specific hourly billing rate. Failure to comply with this provision constitutes a material breach of the Agreement.

Key Position	Title of Position	Name of the project assigned key personnel
Yes	Project Manager	William (Bill) E. Dvorak
Yes	Senior Professional	Harold J. Schulke
Yes	Professional	James E. Maglothin
Yes	QA/QC Manager	Donald L. Tappendorf

B. Reassigning key Personnel & Turnover

Reassignment of A-E and its Subcontractor's Key personnel assigned to this project (PARC System), requires prior written consent by JWA. The A-E will not be entitled to compensation or any hourly rate change for Key Personnel who are removed from, or replaced from Scope of Services, or individuals who replace them without the written consent of JWA.

A-E and COUNTY both recognize and agree that performance of the Scope of Services will be jeopardized or suffer in the event of excessive turnover in the personnel assigned by A-E to the Scope of Services. In identifying turnover, the COUNTY shall not include any person who may cease working on the Scope of Services by reason of death, disability, resignation from the A-E or its affiliated companies, any person who retires within thirty days notice, or persons removed from the Scope of Services at the request of JWA.

C. Subcontractors

It is agreed it may be necessary for A-E to subcontract for the performance of certain technical services or other services for A-E to perform and complete the required services. It is agreed that the following subcontractors will provide professional services as follows:

Firm No	Type of Services	Subcontractor Key Personnel
1	Others	Kimley Horn will not use any subcontractors

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		for provision of their scope of services in this Agreement

All subcontractors, other than those cited in the table above shall be subject to prior written approval by the COUNTY. COUNTY may, at its sole discretion require A-E to remove from the Project any of its subcontractors assigned to the performance of the Scope of Services. The A-E shall remain responsible to the COUNTY for any and all services and obligations required under this Agreement, whether performed by A-E or its subcontractors. A-E shall pay each subcontractor in the time periods required by law. Any subcontractors employed by A-E shall be independent contractors and not agents of the COUNTY. A-E shall insure that its subcontractors satisfy all substantive requirements for the work set forth by this agreement, including insurance and indemnification.

D. Organization and Assignments

The A-E shall promptly, after award of the contract by the County, prepare and submit to JWA an organizational chart detailing A-E activities by employee name, job title, and organizational unit, and showing lines of command and responsibility. A-E shall update the organizational chart monthly as-needed to show any proposed changes, and shall submit (i) the updated chart to JWA, or (ii) a report that no changes have been made, on a monthly basis.

A-E shall also provide JWA with a list of employees working on the Scope of Services on a monthly basis, including their names, job titles, hourly rates, and assignments. A-E shall submit the list monthly with each Request for Payment submittal. COUNTY shall have no obligation to pay A-E's Request for Payment until accurate information is submitted.

E. Compliance with Employment Laws

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

9. RIGHT TO OFFSET

COUNTY, without waiver or limitation of any of its right or remedies, shall be entitled from time to time to deduct from any amounts allegedly due or owing by COUNTY to A-E in connection with this Agreement, any and all damages/amounts owed by A-E to COUNTY in connection with this Agreement or otherwise under law. COUNTY will provide A-E with written notice of amounts withheld.

10. AVAILABILITY OF FUNDS

Each payment or obligation of COUNTY is contingent upon the availability of local, state, or federal government funds which are appropriated or allocated for the payment of such an

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obligation. If the funds are not allocated and available for the continuance of the services performed, then this Agreement may be terminated or suspended by COUNTY at its convenience. COUNTY shall notify A-E promptly of any product or service that will be affected by a shortage of funds. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of suspension or termination under this Clause.

11. ACCOUNTING RECORDS/AUDIT

A-E shall keep accurate accounting records of time and expenditures, which records shall be available for inspection and audit by COUNTY, or by another appropriate governmental office, at all reasonable times, for a period of three (3) years after payment under the Agreement.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this CONTRACT involves expenditures of public funds aggregating in excess of Ten Thousand Dollars (\$10,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this CONTRACT.

12. MEET AND CONFER

The County and A-E hereby agree to meet and confer in good faith in order to resolve any difference affecting the work that may arise during the course of this contract.

13. DELAY

A. Excuse

If COUNTY or A-E is delayed in performing any obligation under this Agreement and such delay is caused by one or more Acts of God, wars, riots, civil insurrections, acts of the public enemy, strikes, lockouts, accidents, acts of civil or military authority, fires, floods, or earthquakes, or similar causes beyond the reasonable control of the party delayed, such delay shall be excused and the period of such delay shall be added to the time for performance of the obligation delayed.

B. Obligations

In the event any delay due to the foregoing causes or events occur or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or anticipated delay and the cause and estimated duration of such delay. In the event of any delay, whether such delay is excused or not, the party delayed shall exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay, and any costs associated therewith.

C. Partial Failure of Performance

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Partial failure of performance due to any delay shall not terminate the Contract or excuse a failure by the party affected to resume performance of its obligations hereunder as promptly as possible upon termination of delay.

D. Recovery Plan

Immediately upon learning of any event that may lead to a delay in the progress of the Scope of Services, A-E shall prepare a plan for recovery to the original Project Schedule, including any associated costs, impacts or related effects thereof. Upon receipt of such plan, COUNTY may direct A-E to execute the plan described, or a modification thereof.

14. NO WAIVER BY COUNTY

In the event the COUNTY does not insist upon strict performance by A-E or does not exercise a right or option herein conferred, such event shall not be deemed or construed as a waiver or a relinquishment to any extent of any right of COUNTY to insist on strict performance or to assert or rely upon any such terms, rights or options on any future occasion.

15. WAIVER

The waiver of any of A-E's duties required hereunder, or of any default or breach of any provision of this Agreement, shall not constitute a continuing waiver or waiver of any subsequent duty, default, or breach, or any other provision of the Agreement.

16. ERRORS & OMISSIONS

In the event of errors or omissions of A-E which result in expense to COUNTY greater than would have resulted if there were not errors or omissions in the work accomplished by A-E, the additional design, construction and/or restoration expense, and any other damages incurred by County as a result thereof, shall be borne by A-E. No payment made under this Agreement, including final payment, shall be construed to be an acceptance of any defective work or any errors or omissions by the A-E.

17. SUSPENSION OF WORK

COUNTY may at any time by written notice to A-E suspend further performance of all or any portion of the work by A-E. Said notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such notice of suspension, A-E shall promptly suspend further performance of the work to the extent specified, and during the period of such suspension shall properly care for and protect all work in progress and information, materials, supplies, and equipment A-E has on hand for performance of the work.

Upon the request of COUNTY, A-E shall promptly deliver to COUNTY copies of outstanding purchase orders, agreements, and subcontracts of A-E for materials,

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equipment, and services for the work, and shall take such action relative to such purchase orders, agreements, and subcontracts as may be directed by COUNTY. COUNTY may at any time withdraw the suspension of performance of the work as to all or part of the suspended work by written, verbal, or facsimile notice to A-E specifying the effective date and scope of withdrawal, and A-E shall resume diligent performance of the work for which the suspension is withdrawn on the specified effective date of withdrawal.

No suspension or withdrawal of suspension shall entitle A-E to any prospective profits or other losses or damages of any kind resulting from such suspension or withdrawal of suspension. Furthermore, no damages or claims shall be payable or owing by COUNTY to A-E for any inconvenience, interruption or cessation of A-E's business, or loss of income arising from any suspension or withdrawal of suspension. Notwithstanding anything in this Agreement to the contrary, in the event of a suspension of services, (a) A-E shall have no liability to COUNTY for delay or damage caused COUNTY because of such suspension of services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming services A-E shall be paid all undisputed sums due prior to suspension.

18. TERMINATION

The COUNTY may, at any time, and without cause, terminate this Agreement in whole or in part, upon written notice to A-E. Such termination shall be effected by delivery to A-E of a notice of termination specifying the effective date of the termination and the extent of the services to be terminated.

In the event of termination of the Contract, The COUNTY shall pay A-E amounts owing to it for the services completed and reimbursable expenses incurred prior to the effective date of the termination, and such payment shall be A-E's sole remedy against COUNTY. Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential or special damages, or any other damages as a result of a termination or partial termination of this Agreement.

COUNTY reasons for termination may include but not limited to the following:

A. Termination for Convenience

- 1) The loss by A-E of legal capacity.
- 2) The failure by A-E to perform any obligation required by this Agreement after A-E has received reasonable notice of its failure to perform.
- 3) The lapse of any license issued by any local, state or federal governmental entity required of an A-E to perform each and every service hereinabove described.
- 4) The discretionary decision by COUNTY to terminate the Scope of Services yet to be performed.
- 5) Dissatisfaction of the County with the A-E's assigned Project Team, based on Professional Ethics, experience, or change without prior County Approval.

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B. Termination for Default

Notwithstanding any other provision of this Agreement, if A-E defaults and fails to perform any of its obligations under this Agreement, COUNTY may, without prejudice to any other rights or remedies it may have, cause further payment to be held in abeyance, and/or may terminate this Agreement by giving written notice to A-E specifying the date of termination. In the event of termination for default by COUNTY, A-E shall not be entitled to receive any further payment until all of the work that is to be performed in connection with this Agreement is completed. In the event of such termination, COUNTY shall pay A-E for the portion of work performed up to the date of termination, including reimbursable expenses incurred up to that time, less any sums as may be withheld by COUNTY in its sole discretion to cover all costs, claims, damages or losses incurred by COUNTY or likely to be incurred as a result of or in connection with A-E's failure to perform. Such payment shall be A-E's sole remedy against COUNTY. If COUNTY has, as of the date of the termination of this Agreement, already paid A-E an amount which exceeds the amount which may be due to A-E, A-E shall refund to COUNTY the excess amount promptly after notice from COUNTY. If the sum of the total cost to COUNTY of completing the work plus amounts previously paid to A-E exceeds the total not-to-exceed amount specified under this Agreement for the completed work, the A-E shall promptly pay the difference to COUNTY.

COUNTY shall have the right and is authorized to set off against and deduct from any amounts payable to A-E any other damages suffered by COUNTY due to any such default, event giving rise to the termination, or other delay or failure to perform by A-E in connection with this Agreement. A-E shall continue to be fully liable to the COUNTY for all such damages.

C. Obligations Upon Termination

In the event of termination for convenience or for default, the 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 subsequently provided by COUNTY. A-E shall insert in any contract with a subcontractor that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require all subcontractors at any tier to insert the same in any lower tier contracts.

Upon termination, A-E shall turn over to COUNTY all finished and unfinished reports, drawings, maps, data and architectural or engineering work or materials of any kind or quality prepared or generated in connection with the work under this Agreement, including providing copies on computer disks or other applicable media of all such work or materials that were prepared in electronic or digital form.

In addition, upon termination, A-E shall immediately advise COUNTY of all outstanding agreements, subcontracts, rental agreements, and purchase orders which A-E has with others pertaining to performance of the work, and shall furnish COUNTY with complete copies thereof. Upon request by COUNTY, A-E shall assign to COUNTY, in form and content satisfactory to COUNTY, A-E's title to materials and equipment for the work and all its interest in any agreements, subcontracts, rental agreements, and purchase orders designated by COUNTY. A-E shall include

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provisions in all of its subcontracts, rental agreements, purchase orders, and other agreements related to its work under this Agreement providing that its rights thereunder may be assigned to COUNTY and that in the event of such assignment, the other contracting party agrees to be bound to the COUNTY, and shall require all subcontractors at any tier to insert the same in any lower tier contracts.

19. RESPONSIBILITY FOR DAMAGES OR INJURY

COUNTY and all officers and employees thereof shall not be answerable or accountable in any manner: for any loss or damages that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by A-E, its subcontractors, workers, or anyone employed or otherwise retained by it.

20. INDEMNITY

To the fullest extent permitted by law, the A-E shall defend, indemnify, and hold harmless the COUNTY, its officers and employees from and against any and all claims, orders, judgments, damages, penalties, fines, costs, liabilities, losses, actions or lawsuits of every kind and description arising out of the negligent or wrongful acts, willful misconduct, violation of law, or breach of the contractual obligations hereunder by A-E or any A-E's officers, employees, agents or subcontractors, including the costs of defense of any lawsuit arising therefrom. In the event an indemnitee is named as a defendant in any such lawsuit, the A-E shall, at the request of the COUNTY, represent the indemnitee with qualified counsel approved in writing by the COUNTY.

A-E's indemnity obligation shall not apply in the event of any loss, damage or expense arising from the sole and/or active negligence or willful misconduct of the COUNTY or agents, servants or independent contractors. If judgment is entered against A-E and the COUNTY by a court of competent jurisdiction because of the concurrent negligence of the COUNTY, its officers and employees, and the A-E, then the A-E and the COUNTY agree that such liability will be apportioned as determined by the trier of fact.

Nothing in this Agreement shall be construed as authorizing any award of attorney's fees in any action on, or to enforce, the terms of this Agreement. The rights and obligations set forth in this Clause shall survive the termination or completion of this Agreement.

21. PATENT INDEMNITY

The A-E shall indemnify COUNTY, its agents, officers, and employees against liability, including costs, for infringement or dilution of any United States letters, patent or any other intellectual property contained in the A-E's drawings and specifications provided under this Agreement.

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22. INSURANCE

The A-E shall not commence services under this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by COUNTY. A-E shall ensure that all of its subcontractors at any tier and anyone directly or indirectly employed or otherwise retained by any of them shall obtain insurance subject to the terms and conditions as set forth herein.

A. Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

B. Declare Deductible and Self-Insured Retention

All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR). Any deductible or SIR amount in excess of \$25,000, shall be approved by the County Executive Office (CEO)/Office of Risk Management. A-E shall be responsible for the payment of all deductibles. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

C. A-E Professional Liability Insurance

A-E shall purchase and maintain, at its own cost and expense and not as a reimbursable expense, professional liability insurance acceptable to the COUNTY in amounts set forth below, to protect it against claims that may arise out of or in relation to negligent errors and/or omissions in A-E's services under this Agreement, specifically applicable to all services rendered by A-E under this Agreement. A-E shall maintain this insurance for a period of two (2) years subsequent to the completion and acceptance by COUNTY of all services contemplated by this Agreement. This insurance shall contain a "Discovery Clause" stating that coverage will be provided for claims made following the expiration of the policy if A-E gives written notice of the claim to the insurer during the policy period.

D. A-E's Liability Insurance

A-E shall purchase broad form comprehensive general liability coverage for its services under this Agreement. Such insurance shall include coverage for the claims set forth below, which may arise out of or result from A-E's services under the Agreement:

- 1) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees.
- 1) Claims for damages because of injury to or destruction of tangible property.

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E. Coverage Limits

The insurance required shall be written for the A-E for the limits of liability specified below, or as required by law, whichever is greater.

Type of Coverage		Limits of Liability
a)	Professional Liability Insurance	\$1,000,000
b)	Workers' Compensation	statutory minimum
c)	Employer's Liability Insurance	\$1,000,000
d)	Comprehensive General Liability Insurance	\$1,000,000 Combined single limit per occurrence
e)	Automobile Liability Insurance (For owned, non-owned, and hired vehicles)	\$1,000,000 Combined single limit per occurrence

F. Endorsement of COUNTY's Interest

All required policies and/or other evidence of insurance shall contain the following endorsements:

- 1) A-E's Worker's Compensation, Comprehensive General Liability, and Automobile Liability Insurance policies shall contain the following endorsement: "This insurance shall not be canceled, reduced, or limited in scope of coverage or non-renewed until after 30 days' written notice has been given to John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California 92626, and the County of Orange, Risk Management, P.O. Box 327, Santa Ana, California 92702."
- 2) A-E's professional liability insurance policy shall contain the following endorsement: "This insurance shall not be canceled, reduced, or limited in scope of coverage or non-renewed until after 30 days' written notice has been given to John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California 92626, and the County of Orange, Risk Management, P.O. Box 327, Santa Ana, California 92702."
- 3) A-E's Workers' Compensation policy, and A-E's Comprehensive General Liability Insurance policies shall contain the following endorsement: "All rights of subrogation are hereby waived against the County of Orange and the members of the Board of Supervisors and elective or appointive officers or employees, when acting within the scope of their employment or appointment, and the County Districts and their Boards and Commissions, which are governed by the County Board of Supervisors."
- 4) A-E's Comprehensive General Liability Insurance and Automobile Liability Insurance policy shall contain the following language: "The County of Orange is added as an additional insured under this policy as respects any matter arising under, growing

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out of, or in any manner connected with the first named insured's services on the John Wayne Airport."

- 5) A-E's Comprehensive General Liability Insurance policy shall contain the following language: "It is agreed that any insurance available to the County of Orange will apply in excess of, and not contribute with insurance provided by this policy.
- 6) A-E's Comprehensive General Liability Insurance policy and Automobile Liability Insurance policy shall contain the following language: "COUNTY shall not by reason of its inclusion as an additional insured under these policies incur any obligation or liability to the insurer for payment of premium for these policies."

G. Requirements/Notifications/Process

A-E agrees to provide the COUNTY, within ten (10) working days after this Agreement has been approved by the Board of Supervisors, written documentation that A-E has complied with all insurance provisions. Such documentation shall include but not be limited to certificates of insurance and endorsements issued by authorized representatives of the insurers. The A-E shall also provide the COUNTY, upon request, with the opportunity to review at the COUNTY's offices the General Liability and Professional Liability policies described herein and all endorsement(s) which evidence that COUNTY is insured as required herein and that A-E has complied with all insurance provisions of this Agreement. Failure by A-E to provide the COUNTY with the insurance policies described herein shall constitute a material breach of this Agreement. A-E agrees to keep such insurance in force and current certificates on deposit with COUNTY through the completion this Agreement. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereunder, in accordance with the terms of the Agreement.

The 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 Agreement. Any increase or decrease in insurance will be deemed by the COUNTY as appropriate to adequately protect the COUNTY.

The COUNTY shall notify A-E in writing to proceed with the changes in the insurance requirements once a mutually acceptable change to the Agreement has been agreed to by the COUNTY and A-E. If the COUNTY requires a change in the insurance provided by A-E, the additional cost will be reimbursed by COUNTY. If A-E does not deposit copies of acceptable certificates of insurance and endorsements with the COUNTY incorporating such changes within sixty days of such notice, this Agreement may be in breach with further notice to A-E, and the COUNTY shall be entitled to all legal remedies.

The review of the insurance policies is for the purpose of determining if the insurance provided by the A-E complies with the requirements of this Agreement.

A-E may redact information regarding pricing of the policies or other financial or proprietary concerns contained within the policies that it deems confidential before providing the policies to the COUNTY for review.

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23. ACCIDENTS

All job site and other program-related accidents, injuries, and illnesses sustained by A-E's employees, consultants, or sub-consultants who require medical attention (other than first aid) shall be orally reported to COUNTY at the time of the incident. Written reports, satisfactory in form and content to COUNTY shall be submitted by A-E promptly after each such incident.

24. SAFETY PLAN

The A-E must prepare and submit to COUNTY a safety plan for review and comment prior to beginning work. This safety plan shall comply with the OSHA, COUNTY, and FAA work, safety and health rules governing the conduct of its employees, agents and consultants at and about the Project job site.

A-E agrees that it shall ensure that its supervisory personnel, employees, agents, and subcontractors at the job site comply strictly with such rules.

COUNTY reserves the right to, from time to time, revise any such rules and A-E shall comply fully with such rules as revised in accordance with the foregoing provisions.

25. COMPLIANCE WITH LAWS

A-E shall comply with and give all notices required by all laws, ordinances, rules, regulations and lawful orders of government authorities applicable to the A-E's performance of the Scope of Services. A-E shall promptly notify COUNTY in writing if A-E has reason to believe that any part of A-E's work is at variance with any law, ordinance, code, rule or regulation of public authority.

If the A-E performs any work that is contrary to laws, statutes, ordinances, building codes, and rules and regulations applicable to the Project without advance written notice, the A-E shall assume full responsibility for such work and shall indemnify and hold COUNTY harmless for all costs attributable thereto.

26. RECORD DRAWINGS

A-E shall provide record drawings showing the as-constructed condition of the Project in digital format (AutoCAD or Microstation) in accordance with JWA's Drafting Standards Requirements a copy to be provided by JWA. The drawings shall incorporate all changes in the work made during construction, based on marked-up prints, drawings and other data known by the A-E, and shall accurately reflect the final construction of the work. The drawings shall include, when applicable, the following systems: Civil, Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Fire Alarm, Security, Landscape, and any other identified discipline as needed by the Project. A-E shall provide the drawings to COUNTY promptly after the completion of construction.

Additionally, the A-E shall provide the final digital model to JWA at the conclusion of the project. The model shall be updated with all revisions made during the bid & award,

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construction, commissioning and closeout phases of the project. These revisions shall include drawing revisions and schedule revisions. The schedule revisions will be supplied by the Construction Manager.

27. OWNERSHIP OF DOCUMENTS

All drawings, designs, specifications, models, and other incidental architectural and/ or engineering work or materials prepared hereunder, including any such work or materials prepared in electronic or digital format, shall be the property of COUNTY and may be used by COUNTY as it may require without limitation, without any additional cost to COUNTY. However, the A-E does not accept responsibility for County's use of its work under this Agreement for other projects. A-E will provide all such work and materials to COUNTY upon request, including copies of all work or materials prepared in electronic or digital format on computer disk or other applicable media. The rights and obligations of this Clause shall survive the termination or completion of this Agreement.

28. LICENSES AND CERTIFICATES

A-E and each of its consultants, if any, at all times during the term of this Agreement, shall maintain in full force and effect such licenses or permits as may be required by the State of California or any other governmental entity. A-E and its Sub-consultants, if any, shall strictly adhere to, and obey, all applicable laws, ordinances, rules, and regulations of any kind now in effect or as subsequently enacted or modified, as promulgated by any local, regional, County, state, or federal governmental entities.

29. ASSIGNMENT

A-E shall not assign any right, nor delegate any duty, under this Agreement, or any portion thereof, without the written consent of COUNTY first had and obtained. Any attempted assignment or delegation without COUNTY consent shall be void. Claims of money due or to become due from COUNTY under this Agreement may be assigned with the consent of the County Board of Supervisors

30. SOLE AND ONLY AGREEMENT

This Agreement constitutes the sole and only agreement between the parties hereto with respect to the services herein described, and correctly sets forth the obligations of each party. Any representations or agreements not specifically contained herein are null and void. Any amendments hereto shall be made in writing, effective only when signed by both parties.

31. NO ALTERATION OF AGREEMENT TERMS

A-E has no authority to alter, modify, amend, or change the terms of any agreement entered into with COUNTY or any agreement for any work to be performed on or relating to this Project, except as provided in Clause 4 herein, entitled Changes in Scope of Services.

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32. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be deemed to make A-E, A-E's consultants, or any of their respective officers, employees, representatives, or agents, the agents or employees of 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 the Agreement. Anything in the Agreement 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.

33. NOTICES

Unless otherwise specified in this Agreement, all notices between A-E and COUNTY shall be served on the Deputy Airport Director of Facilities at John Wayne Airport. Following addresses shall be used for communication between COUNTY and A-E:

For COUNTY:

Mr. Larry Serafini
John Wayne Airport
Deputy Airport Director, Facilities
3160 Airway Avenue
Costa Mesa, California 92626

For A-E:

Mr. William E. Dvorak
Kimley-Horn & Associates, Inc.
5550 Topanga Canyon Blvd.
Woodland Hills, CA 91367-7446

34. AIRPORT SECURITY

The A-E shall comply with all security requirements of the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), United States Customs and Border Protection (USCBP), John Wayne Airport security regulations and all applicable federal, state and local regulations regarding airport security. The A-E is responsible for fines imposed by any regulatory agency as a result of A-E's failure to comply with applicable rules and regulations regarding airport security.

The A-E may be required to obtain airport security clearance in order to perform work under this contract. The A-E, A-E's employees and A-E's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge and a driving permit for access to secure areas and to drive on the airfield.

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A. Badge Acquisition

Prior to issuance of a security badge(s), designated A-E personnel who will be working onsite at the JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. Criminal History Records Check (\$29.00 fee per person) and a Security Threat Assessment (no charge). Upon successful completion of the background checks, A-E's designated personnel will be required to attend a 3-hour Security Identification Display Area (SIDA) class and pass a written test. Those personnel who may be permitted by JWA to drive on the Airport Operations Area (AOA) perimeter road must also complete a Driver's Training class and written test. JWA identification badges are not issued until designated A-E personnel have: (1) completed appropriate application forms and submitted proof of identity and employment eligibility; (2) passed both background checks; (3) completed and passed appropriate classroom training; Badge Holder Requirements and Responsibilities; and (4) paid an identification badge fee of \$8.00 per person. The A-E should anticipate a minimum of five (5) business days to complete the security badge process if all requirements listed above are fulfilled by individual badge applicants in a timely manner. The A-E shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA), Transportation Security Administration and JWA. A-E's designated personnel must successfully complete the badge acquisition process, unless other arrangements have been coordinated by the County Project Manager.

B. Badge Holder Requirements and Responsibilities

The Federally 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.

All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. When working in a secure area, each badged person is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid ID 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.

The JWA security badge is the property of the County of Orange and must be returned upon termination of A-E personnel employment and/or termination or expiration of Contract at JWA. 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 will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will be issued.

The JWA security badge is nontransferable.

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

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35. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT FORMS

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, A-E is required to provide the following information as listed on the attached form:

- 1) If the A-E is an individual contractor: Name, date of birth, social security number, and residence address.
- 1) If A-E is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of *each* individual who owns an interest of 10 percent or more in the contracting entity.

In addition, the A-E must provide:

- 1) A certification that the A-E has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- 1) A certification that the A-E has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.
- 1) Information provided shall be transmitted to the COUNTY's Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the requesting agency.

Failure of the A-E to submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment **shall constitute a material breach of the contract**. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the date first written above.

DATED: _____ COUNTY OF ORANGE

By: _____
Chair of the Board of Supervisors

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

Darlene J. Bloom
Clerk of the Board of Supervisors
of Orange County, California

IMPORTANT NOTICE FOR CORPORATIONS :

- Based on California Corporations Code Section 313: One of the following two methods must be used by a corporation when it enters into a contract with the County:
 1. The document must be signed by two people. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
 2. One corporate officer may sign the Document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

ARCHITECT-ENGINEER

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____
Deputy

Date _____

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**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B.: _____

Social Security No: _____

Residence Address: _____

- B. For contractor doing business in a form other than as an individual: The name, date of birth, social security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (if no individual owns 10 percent or more, write "N/A"):

Name: _____

D.O.B.: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B.: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B.: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

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CHILD SUPPORT ENFORCEMENT CERTIFICATE

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

*Signature ** *Please Print Name*

Title *Date*

*Signature ** *Please Print Name*

Title *Date*

Company Name

Project Number

*** Two signatures required if a corporation.**

IMPORTANT NOTICE FOR CORPORATIONS :

1. Based on California Corporations Code Section 313: One of the following two methods must be used by a corporation when it enters into a contract with the County:
2. The document must be signed by two people. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
3. One corporate officer may sign the Document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.