

JOHN WAYNE AIRPORT AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

PROJECT: Airport Improvement Program: ~~B1 Parking Structure~~ Construction Management Services ("the Project")

PROJECT NO: 281-281-4200-P230

THIS AGREEMENT (the "Agreement"), is made and entered into between the COUNTY of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ~~Douglas E. Barnhart, Inc.~~, hereinafter referred to as the "Construction Manager" or "CM." This agreement will be administered by the Director of John Wayne Airport (JWA) or his designee, hereinafter referred to as "JWA."

WITNESSETH:

Whereas, COUNTY wishes to obtain Construction Management services with expertise in parking structures ~~and Central Plant~~ to assist JWA during the design and construction phases of development of ~~B1 Parking Structure~~ ~~C~~ and ~~Design-Build of a Central Plant~~ at JWA, and

Whereas, CM is a firm that is duly licensed and registered under the law of the State of California to provide CM services, and

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

IT IS MUTUALLY AGREED between the parties hereto that:

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1. TERM OF AGREEMENT

The "Term" of this Agreement shall commence upon the date of the COUNTY Board of Supervisors Minute Order awarding this Agreement. The CM 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 as documented by a Notice to Proceed (NTP).

If both of the parties wish to extend the term of this agreement, then the parties shall enter into a written amendment to this agreement in accordance with Section 4, CHANGES IN SCOPE OF SERVICES.

2. CM SCOPE OF SERVICES

CM shall perform in a competent and professional manner those tasks and duties set forth in the Scope of Services attached hereto as Exhibit A, "Scope of Services" **for the Parking Structure C project; and Exhibit C for the Central Plant project.** COUNTY agrees to compensate CM using the hourly rates set forth in Exhibit B, "Hourly Labor Rates," and as set forth in Section 4, CHANGES IN SCOPE OF SERVICES. The above exhibits are incorporated herein by reference.

COUNTY, at its discretion, may reduce, limit, or amend the Scope of Services and the corresponding costs upon written notification to CM.

CM shall comply with all applicable COUNTY procedures, guidelines, and rules pertaining to the management of architectural/engineering and construction contracts including, but not limited to, the COUNTY's Contract Policy Manual and JWA/Facilities Division, Airport Development Section, Policies and Procedures Manual. CM shall fully familiarize itself with all policies, procedures, and contracts they are tasked with managing. CM shall manage all contractual requirements.

A. SERVICES AND AUTHORITY

CM shall provide services customarily performed by a CM for the construction management of a large, complex, parking structure project, as set forth in this Agreement and as further detailed below:

- 1) Design Phase Basic Services
 - a) CM shall develop and implement a Construction Management Plan, including formal procedures for measuring and reporting Contractor's performance of tasks.
 - b) CM shall prepare and deliver a Monthly Project Status Report that addresses any impacts to the design cost or schedule.
 - c) CM shall provide site logistics analysis and recommend implementation of site logistics.

- d) CM shall assist JWA in making construction-related decisions during reviews of design drawings.
 - e) CM shall provide construction expertise and coordinate with JWA in the development of detailed construction schedules and analyze schedule impacts of design decisions. CM shall also identify construction materials and equipment that have long manufacturing, fabrication, and/or delivery times. CM shall review and provide comments to the construction-scheduling specifications prepared by JWA.
 - f) CM shall prepare detailed construction cost estimates at the Architect-Engineer (A-E) Schematic Design and Construction Documents Milestone Dates for "Parking Structure C Bid Package" deliverables as set forth in Section 5, TIME FOR PERFORMANCE, and in Exhibit A, "Scope of Services." CM shall support COUNTY'S reconciliation process for the construction cost estimates provided by the CM, A-E, and JWA. (Applies to Parking Structure project only, not the Central Plant project).
 - g) CM shall develop construction safety specifications and perform a safety risk analysis of the Project.
 - h) CM shall provide Construction Document constructability reviews and provide recommendations regarding alternative construction methods and materials. CM shall develop Contractor Quality Control specifications.
- 2) Construction Phase Basic Services
- a) CM shall verify that all of the Contractor's work and materials are in conformance with the Construction Documents and that all tests and inspections required by the Construction Documents are performed.
 - b) CM shall take affirmative steps to prevent the installation of any materials and equipment for which submittals are required unless such submittals have been duly approved by the A-E or JWA. Replace A-E with D-B for the Central Plant project.
 - c) Should the CM identify any non-conforming work performed by the Contractor, the CM shall immediately develop and issue a non-compliance report to the Contractor and JWA.
 - d) CM shall communicate to the Airport Director, immediately and in writing, any material facts and concerns related to construction cost and schedule issues as soon as they become known or should have been known. Copies of such communication shall be delivered simultaneously to the Deputy Airport Director of Facilities and the Program Manager.

- e) CM shall coordinate the communications effort among the Project's team members, including JWA, Program Manager, Program Controls Manager, A-E, Commissioning Agent, Contractor, government agencies, airport tenants, and testing and inspection firms. **Replace coordination with the A-E with D-B for the Central Plant project.**
- f) CM shall manage the Contractor's work such that the Contractor does not interfere with the operations of the airport without specific approval by JWA. CM shall stop Contractor's work if CM believes that the Contractor will interfere with the operation of the Airport.
- g) CM shall manage Contractor-generated documentation including, but not limited to, the construction material submittal process, material and equipment substitutions, and Requests for Information (RFIs).
- h) CM shall lead the pre-bid and pre-construction meetings with the Contractor. **Reference to the pre-bid meeting will not apply to the Central Plant project.**
- i) CM shall conduct weekly construction progress meetings and prepare and distribute minutes of meetings to all attendees within three business days.
- j) CM shall prepare and deliver a written Monthly Project Status Report that addresses construction cost, schedule, safety, and quality. Additional reporting requirements are described in Exhibit A, "Scope of Services."
- k) CM shall review, verify, and recommend Contractor requests for progress payments. CM shall review and verify Contractor requests for cost-related change orders for merit and amount.
- l) CM shall review, verify, and recommend Contractor's compliance with the contract scheduling requirements and monitor and observe Contractor's compliance with the accepted schedule. CM shall require recovery schedules from the Contractor when necessary. CM shall review, verify, and recommend approval/rejection of Contractor requests for time extension for merit and amount.
- m) CM shall review, verify, and recommend approval/rejection of the Contractor's safety and security plan for compliance with the requirements of the Construction Documents. CM shall conduct safety meetings with the Contractor and provide oversight of the Contractor's safety program.

- n) CM shall provide oversight of the Contractor's Safety Program. CM shall stop Contractor's work if CM believes that there is imminent danger to persons or property. The Contractor retains responsibility for ensuring safety on the Project.
 - o) CM shall review, verify, and recommend approval/rejection of the Contractors Quality Control Plan.
 - p) CM shall develop an emergency notification plan for reporting emergencies to COUNTY.
 - q) CM shall maintain orderly files of all project records.
 - r) CM shall provide recommendations to JWA regarding the assessment of liquidated damages.
 - s) CM shall comply with all Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) requirements.
- 3) Construction Bid Packages
- a) CM acknowledges that Parking Structure C, Air Cargo and Trash Compactor Project will be designed and constructed using the Design-bid-build project delivery method, and that the A-E team will deliver one construction bid.
 - b) CM acknowledges that the Central Plant project will be designed and constructed using the Design-Build project delivery method, and that the A-E team will deliver a bridging document package.

All plans, specifications, models, schedules, estimates, reports, and other CM work or materials furnished hereunder shall be and remain the property of COUNTY, and may be used by COUNTY as it may require without limitation, without any additional cost to COUNTY. However, CM does not accept responsibility for COUNTY'S use of CM's work under this Agreement for other projects.

B. LIMITATIONS OF AUTHORITY

CM shall not:

- 1) Authorize any amendments, change orders, or deviations to the Construction Documents or to any Contract or Agreement.
- 2) Authorize any work that may involve cost or schedule impacts to the COUNTY.
- 3) Provide superintendence (direction or supervision) of the construction work.

- 4) Provide expediting services for the Contractor, unless directed otherwise by JWA.
- 5) Direct the Contractor regarding construction means or methods.
- 6) Approve shop drawings or samples.
- 7) Authorize occupancy of the building without written concurrence from JWA.

3. CONSTRUCTION BUDGET AND CONSTRUCTION SCHEDULE

JWA's Construction Budget is:

Work	Construction Budget
Parking Structure C	\$52,386,015
Air Cargo and Trash Compactor Facility	\$1,500,000
Base Bid (Central Plant)	\$19,000,000
Alternate Bid (Cogeneration Plant)	\$26,500,000

JWA's Construction Schedule is:

Work	Construction Schedule (Calendar Days)
Parking Structure Bid Package C	450*
Central Plant Project	560

(*) The construction schedule for the Parking Structure C Bid Package may be revised if combined with the Terminal Building Package.

4. CHANGES IN SCOPE OF SERVICES

The COUNTY may at any time direct any change in the Scope of Services under this Agreement, including any amendments in the Scope of Services. If COUNTY desires a change in the Scope of Services, a written order bearing the heading "Change Order" shall be issued by COUNTY. The written Change Order shall set forth in reasonable detail the nature of the change. Within 10 days of receipt of such Change Order, the CM shall present to COUNTY a detailed request for change in compensation and/or a change in the schedule of performance from that set forth in this Agreement, if any. If changes to the Scope of Services cause an increase in costs and/or time, compensation for such Scope of Services performed shall be based on the terms set forth in the "COMPENSATION" and "PAYMENT" sections of this Agreement.

COUNTY may also, by written direction, direct CM to perform the work required by the Change Order and submit any requested change in compensation and/or change in

schedule to later resolution by the parties. When such a Change Order has been issued, the CM shall expeditiously proceed to implement the Change Order.

If CM believes that a change in the Scope of Services is appropriate, then it shall submit a written request to the COUNTY 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 any proposed change in compensation and/or schedule associated with such Change Order. Upon receipt, COUNTY may reject CM's request for change in compensation and/or change in the schedule of performance, negotiate a revision of the requested change in compensation and/or change in schedule, or may approve such change request as requested by the CM.

If changes to the Scope of Services cause an increase in costs and/or time, compensation shall be based on hourly rates as set forth in Exhibit B, "Hourly Labor Rates." Those "Hourly Labor Rates" are effective through, and are subject to an increase for services performed beyond March 1, 2009, and they are subject to an increase for services annually on March 1 of subsequent years. The basis of the amount of annual cost of living increase after that time will be 80% of any change in the Consumer Price Index (CPI) as published by the U.S. Department of Labor for Urban Wage Earners and Clerical Workers (Series ID CWURA21.40) for the counties of Los Angeles, Riverside, and Orange, California, for the average of the previous 12-month period from February 1 to January 31. CM shall not be entitled to any increase in rates for personnel beyond this annual adjustment, unless otherwise approved by COUNTY.

5. TIME FOR PERFORMANCE

Time is of the essence in the CM's performance of its services. CM shall perform those services related to the Parking Structure C Bid Package in accordance with the time requirements set forth in this Agreement; and CM shall perform those Construction Management services related to the Central Plant in accordance with the time requirements set forth in Amendment No.1 of this Agreement. The Central Plant Time for Performance will extend the Agreement through November 30, 2011.

A. DESIGN PHASE BASIC SERVICES

The CM shall review the following A-E Deliverables and provide its comments and recommendations to JWA within 21 days after receipt:

A-E Milestone Dates	A-E Deliverables (A-E Design Phase Basic Services)
	<u>Parking Structure C Bid Package:</u>
March 11, 2008	Schematic Design
May 21, 2008	Design Development

A-E Milestone Dates	A-E Deliverables (A-E Design Phase Basic Services)
October 1, 2008	95% Construction Documents
November 5, 2008	Construction Documents (Stamped and Reproducible Set)

The CM shall also:

- 1) Deliver the following reports within 21 days after receipt of each of the above AE Deliverables:
 - a) Deliver construction cost estimate (Schematic Design and Construction Documents milestones only).
 - b) Deliver value analysis report.
 - c) Deliver systems analysis report.
 - d) Deliver constructability review report.
 - e) Deliver long-lead items strategy report.
 - f) Deliver labor, Contractor, subcontractor, and supplier interest report.
 - g) Deliver safety risk analysis report.
 - h) Deliver quality analysis report.
 - i) Deliver project risk analysis report.
 - j) Deliver site logistics report.
 - k) Deliver permit report.
- 2) Deliver a Construction Management Plan within 30 calendar days following award of this Agreement.
- 3) Deliver design phase progress reports with the CM's monthly invoice.
- 4) Deliver construction specifications for contractor quality control and safety 60 calendar days prior to the A-E's 95% Construction Document deliverable milestone date.

A.1 DESIGN PHASE BASIC SERVICES

The CM shall review the following D-B Deliverables and provide its comments and recommendations to JWA within 21 days after receipt:

Central Plant Design-Builder Deliverables (D-B Design Phase Basic Services)
<u>Central Plant Bid Package:</u>
Design Development
95% Construction Documents
Construction Documents (Stamped and Reproducible Set)

The CM shall also:

- 1) Deliver the following reports within 21 days after receipt of each of the above D-B Deliverables:
 - a) Deliver value analysis report.
 - b) Deliver systems analysis report.
 - c) Deliver constructability review report.
 - d) Deliver long-lead items strategy report.
 - e) Deliver labor, Contractor, subcontractor, and supplier interest report.
 - f) Deliver safety risk analysis report.
 - g) Deliver quality analysis report.
 - h) Deliver project risk analysis report.
 - i) Deliver site logistics report.
 - j) Deliver permit report.
- 2) Deliver Construction Management Plan for the Central Plant, 60 calendar days prior to starting construction.
- 3) Deliver Design phase progress reports with the CM's monthly invoice.
- 4) Deliver Central Plant construction specifications for contractor quality control and safety 60 calendar days prior to starting construction

B. CONSTRUCTION PHASE BASIC SERVICES

The CM shall support the Construction Phase Basic Services for the Parking Structure C project and the Central Plant project by performing the following actions:

- 1) Submit monthly construction phase progress reports to COUNTY concurrently with the CM's recommendation to JWA regarding the acceptance of the Contractor's request for progress payment.
- 2) Manage the material submittal process such that the Contractor receives all submittal responses within the time limits specified in the construction contract. CM shall coordinate with the A-E, and others as appropriate, to avoid late return of submittals to the Contractor. CM is not responsible for late return of submittals where CM demonstrates that it took all appropriate actions to properly manage the process. The CM shall coordinate with the D-B for the Central Plant submittals.
- 3) Manage the RFI process such that the Contractor receives all RFI responses within the time limits specified in the construction contract. CM shall coordinate with the A-E, and others as appropriate, to avoid late return of RFIs to the Contractor. CM is not responsible for late return of RFIs where CM demonstrates that it took all appropriate actions to properly manage the process. The CM shall coordinate with the D-B for the Central Plant RFI's.
- 4) Review and recommend approval/rejection of the Contractor's Quality Control Plan within the time limits specified in the construction contract.
- 5) Review and recommend approval/rejection of the Contractor's Progress Payment requests within 7 calendar days following Contractor submission.
- 6) Manage the construction change order process such that:
 - a) CM shall reconcile work performed on time and materials change order work with the Contractor on a daily basis.
 - b) CM provides COUNTY with a determination of merit within 7 calendar days from the Contractor's request for change order.
 - c) CM provides COUNTY with an independent cost estimate within 7 calendar days from the Contractor's request for change order.
 - d) CM provides COUNTY with an independent schedule time impact analysis within 7 calendar days from the Contractor's request for change order.

- e) CM manages the entire change order process such that the time to process a change order request starting from Contractor's submission through COUNTY action is minimized.
- 7) Review and recommend approval/rejection of the Contractor's Baseline Construction Contract Schedule, Current Construction Contract Schedule, and Recovery Schedule(s) (if applicable) within the time limits specified in the construction contract,
- 8) Review and recommend approval/rejection of the Contractor's Safety Plan within the time limits specified in the construction contract.
- 9) Transmit punchlist items to the Contractor within 10 calendar days following Contractor notification of completion.
- 10) Submit Inspectors Daily Reports into Skire Unifier within 24 hours following completion of the Inspector's work shift.

6. DELAY

A. EXCUSE

If CM is delayed in performing any obligation under this Agreement by acts of civil or military authority, fires, floods, or earthquakes beyond the reasonable control of CM, 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

If any delay due to the foregoing causes or events set forth in this section occurs or is anticipated, then CM shall promptly notify the COUNTY in writing of such delay or anticipated delay and the cause and estimated duration of such delay. If there is any delay, whether such delay is excused or not, then CM shall exercise due diligence to shorten and avoid the delay and shall keep the COUNTY 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

Partial failure of performance due to any delay shall not terminate the Agreement or excuse a failure by CM 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, CM shall prepare a plan for recovery, including any associated costs, impacts, or related effects thereof. Upon receipt of such plan, COUNTY may direct CM to execute the plan described or a modification thereof.

7. COMPENSATION

A. DESIGN PHASE BASIC SERVICES FOR PARKING STRUCTURE C

COUNTY shall pay CM on an hourly rate basis, subject to a not-to-exceed amount of \$309,308 for CM services during the Design Phase of the Parking Structure C Bid Package.

The hourly labor rates for these services are set forth in Exhibit B, "Hourly Labor Rates," and as may be modified per Section 4, CHANGES IN SCOPE OF SERVICES. Hourly labor rates include, but are not limited to, CM's cost of salaries, annual salary adjustments, benefits, supervision, insurance, general and administrative items, overhead, and profit.

B. CONSTRUCTION PHASE BASIC SERVICES FOR PARKING STRUCTURE C

COUNTY shall pay CM on an hourly rate basis, subject to the not-to-exceed amount of \$2,948,463 for CM services during the Construction Phase of the Parking Structure C Bid Package.

The hourly labor rates for these services are set forth in Exhibit B, "Hourly Labor Rates," and as may be modified per Section 4, CHANGES IN SCOPE OF SERVICES. Hourly labor rates include, but are not limited to, CM's cost of salaries, annual salary adjustments, benefits, supervision, insurance, general and administrative items, overhead, and profit.

C. DESIGN AND CONSTRUCTION PHASE REIMBURSABLE EXPENSES

COUNTY shall pay CM for reimbursable expenses, subject to a not-to-exceed amount of \$200,000 for both the: (1) Design Phase of the Parking Structure C Bid Package, and (2) Construction Phase of the Parking Structure C Bid Package.

D. CM SERVICES TO SUPPORT REVIEW AND EVALUATION OF DESIGN-BUILD PROPOSALS FOR THE CENTRAL PLANT

County shall pay CM on an hourly rate basis, subject to a not-to-exceed amount of \$56,000 for CM services to support the review and evaluation of design-build proposals and recommend a design-build entity for the central plant project.

The hourly labor rates for these services are set forth in Exhibit B, "Hourly Labor Rates, Line Items 4 and 5," and as may be modified per Section 4, CHANGES IN SCOPE OF SERVICES. Hourly labor rates include, but are not limited to, CM's cost of salaries, annual salary adjustments, benefits, supervision, insurance, general and administrative items, overhead, and profit.

E. DESIGN AND CONSTRUCTION BASIC SERVICES FOR THE CENTRAL PLANT PROJECT

County shall pay cm on an hourly rate basis, subject to the not-to-exceed amount of \$1,737,348 for cm services during the design and construction of the central plant.

The hourly labor rates for these services are set forth in exhibit b, "hourly labor rates," and, as may be modified per section 4, changes in scope of services. Hourly labor rates include, but are not limited to, cm's cost of salaries, annual salary adjustments, benefits, supervision, insurance, general and administrative items, overhead, and profit

F. DESIGN AND CONSTRUCTION REIMBURSABLE EXPENSES FOR THE CENTRAL PLANT

COUNTY shall pay CM for reimbursable expenses, subject to a not-to-exceed amount of \$75,000 for the Central Plant project.

G. COMPENSATION SUMMARY

Compensation	Service	Basis
\$309,308	Design Phase Basic Services (Parking Structure C Bid Package)	Hourly Rate subject to Not-to-Exceed Amount
\$2,948,463	Construction Phase Basic Services (Parking Structure C Bid Package)	Hourly Rate subject to Not-to-Exceed Amount
\$200,000	Design & Construction Phase Parking Structure C Reimbursable Expenses	Not-to-Exceed
\$56,000	CM Services for the Review and evaluation of design-build proposals and recommend a design-build entity for the Central Plant project.	Hourly Rate subject to Not-to-Exceed Amount
\$1,737,348	CM Services for the Design and Construction of the Central Plant project.	Hourly Rate subject to Not-to-Exceed Amount
\$75,000	Design and Construction of the Central Plant project Reimbursable Expenses	Not -to-Exceed

CM shall not exceed any of these amounts without prior express written consent of the COUNTY.

8. PAYMENTS

A. HOURLY FEE (SUBJECT TO NOT-TO-EXCEED AMOUNT)

CM shall submit a proper invoice to the COUNTY monthly for actual labor hours worked in connection with performing:

- 1) Design Phase Basic Services for the Parking Structure C Bid Package, and
- 2) Construction Phase Services for the Parking Structure C Bid Package.
- 3) Construction Management Services for the Central Plant review, evaluation, and selection of Design-Builder.
- 4) Construction Management Services for the Central Plant project.

A proper invoice shall include all appropriate documentation and information as is required elsewhere in this Agreement including, but not limited to, Subsection C below.

Payment documentation shall include labor summary reports that include, but are not limited to, the following timesheet information:

- 1) Job number and title.
- 2) Employee name.
- 3) Hours worked.
- 4) Service dates.
- 5) Activity: code each activity to align with the appropriate work breakdown structure (WBS) activity provided by JWA. At a minimum, coding will allow for grouping and reporting by Bid Package, phase of work, and functional category for the Parking Structure C and by functional category for the Central Plant project.
- 6) Employee list detailing employee name, company, function per Exhibit B, and hourly labor rate per Exhibit B.

COUNTY will pay CM for overtime labor cost incurred provided that CM: (1) Obtains written concurrence from COUNTY prior to incurring overtime costs; (2) Only invoices COUNTY for overtime costs for the position descriptions described in Exhibit B, "Hourly Labor Rates," labeled "O/T;" and (3) Actually paid overtime labor rates to the respective employee(s).

COUNTY may require copies of individual timesheets from CM's timekeeping system. CM's timekeeping system must be auditable by COUNTY.

COUNTY will pay CM a fee on an hourly basis subject to the respective not-to-exceed limits for services performed based on the hourly labor rates set forth in Exhibit B, "Hourly Labor Rates," and as may be modified per Section 4, CHANGES IN SCOPE OF SERVICES, for each Job Classification. COUNTY will not pay labor charges without back-up documentation.

If CM anticipates the cost for labor services in excess of the authorized amount, then the COUNTY shall be notified immediately in writing, provided that the COUNTY shall not be required to pay for labor services in excess of this amount unless the COUNTY otherwise agrees by Change Order.

Under no circumstance will CM be entitled to any unexpended hourly fee amounts.

CM and each subcontractor shall keep an accurate, certified payroll record of the name, address, social security number, work classification, occupation, straight time and overtime hours worked each day and week, and actual per diem wages paid to each employee employed by it in connection with services performed under this Agreement and whose wages are regulated by the California Department of Industrial Relations. The CM shall submit, on a bi-weekly basis (or more frequently if requested by COUNTY), a certified copy of each payroll on Form WH-347 (U.S. Department of Labor) (or its equivalent) to the COUNTY. In lieu thereof and subject to the COUNTY's approval, the CM may submit a computer printout of the complete payroll information with a cover certification on Form WH-348 (Statement of Compliance). Certified copies of all such records and the U.S. Department of Justice Form I-9 (or its equivalent) shall be made available for inspection or furnished upon request to the COUNTY, the Division of Apprenticeship Standards, and the Division of Labor Standards Enforcement in accordance with the provisions of California Labor Code Section 1776. Certified copies of such record shall be made available to the public as provided in Section 1776. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its representative on request. CM shall be responsible for compliance with these provisions and with the requirements of Labor Code Section 1776.

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

B. REIMBURSABLE EXPENSES (SUBJECT TO NOT-TO-EXCEED AMOUNT)

CM shall submit a proper monthly invoice to the COUNTY for actual Reimbursable Expenses incurred in connection with performing:

- 1) Design Phase Basic Services for the Parking Structure **C** Bid Package, and
- 2) Construction Phase Services for the Parking Structure **C** Bid Package.
- 3) **Construction Management Services for the Central Plant project.**

A proper invoice shall include all appropriate documentation and information as may be required elsewhere in this Agreement including, but not limited to, Subsection C below.

CM shall document all reimbursable expenses with receipts, and documentation must be submitted with billing.

COUNTY will pay CM for reimbursable expenses subject to the respective not-to-exceed limits for actual reimbursable expenses incurred by CM. COUNTY will not pay expense charges without back-up documentation.

CM shall be entitled to reimbursement for the following Reimbursable Expenses subsequent to COUNTY's written or Skire Unifier-generated authorization prior to incurring reimbursable expenses for the items listed below:

- 1) The actual costs of special equipment to be rented, leased, or purchased by CM for use exclusively in the performance of the Scope of Services.
- 2) Travel costs shall only be reimbursed 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 by JWA. This written approval must be submitted with the billing for 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. Larger-size vehicle rentals must be approved in advance in writing by JWA. This written 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.
- 3) Field office setup and lease costs. This includes mobilization/ demobilization of field office trailer/occupancy units, trailer and additional site appurtenances setup, configuration and tenant improvement of interior workspace, and all related lease costs.
- 4) Field office utility connections and all associated fees for water, sewer, electrical, gas, telephone and data communications, and other utilities as may be required.
- 5) Monthly costs and service fees for all field office-associated utility and maintenance services, including water, sewer, electrical, gas, landline telephone and data communications, and other utilities as may be required, as well as janitorial services and drinking water.
- 6) Field office network wireless service setup and connection fees, including monthly service fees.
- 7) Field office furniture, furnishings, and fixtures, including individual workspace furnishings and equipment, conference room furniture and equipment, and other functional space items.
- 8) Field office computer servers and memory, computer system setup, computers and laptop computers, and software. This also includes periodic lease costs and/or service fees for such equipment, if applicable.
- 9) Field office color and/or black-and-white copiers, printers, fax machines, scanners, and other electronic peripheral equipment. This also includes periodic lease costs and/or service fees for such equipment, if applicable.
- 10) COUNTY-directed rentals or purchases of project-related equipment not provided by COUNTY.
- 11) Photographic equipment.
- 12) Reimbursable Reproduction Expenses paid to outside vendors for the reproduction of plans, specifications, and other technical reports, materials, graphics, or memoranda will be reimbursed by COUNTY, to the extent such vendors and their rates have been approved by JWA. Reproduction expenses incurred by CM for CM's own in-house reproduction will not be reimbursed by COUNTY.
- 13) Other actual costs and/or payments specifically approved and authorized in writing by JWA and actually incurred by CM in performance of this Agreement.

CM shall be entitled to reimbursement for only the following Reimbursable Expenses without prior authorization by COUNTY:

- 1) Actual, reasonable, and necessary "Field Based" office supplies, small tools, courier and delivery services, personal protective equipment, and first aid and safety supplies that do not exceed \$250.00 in cost per item. Cost of "Home Based" copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 2) Vehicle mileage will be reimbursed by COUNTY at the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage rate includes, but is not limited to, insurance, maintenance, and fuel costs. Mileage will only be reimbursed for travel between the CM's San Diego office and JWA, and for specific project-related trips beyond 50 miles. Mileage between office locations within 50 miles of JWA, as well as mileage within JWA's property will not be reimbursed.

CM will not be entitled to reimbursement for costs associated with mobile telephone services and JWA security badges.

All losses resulting from lost, damaged, or stolen items reimbursed by COUNTY shall be the sole responsibility of the CM and not the COUNTY, and the cost of such losses shall not be reimbursed under this Agreement. Furthermore, it shall be the responsibility of the CM to replace any such items originally reimbursed by COUNTY.

At the termination of this Agreement:

- 1) All equipment, materials, and supplies, excluding consumables, purchased by CM, and reimbursed by COUNTY, shall become the property of COUNTY.
- 2) All items that are the property of the CM shall be removed promptly by the CM.
- 3) CM shall return all site conditions to their original condition, unless otherwise directed by COUNTY.

COUNTY may provide, at COUNTY's discretion, some or all of the expense items described above. Under no circumstance will CM be entitled to any unused reimbursable expense amounts.

CM shall not be entitled to any markup on Reimbursable Expenses.

If CM anticipates the cost for expenses in excess of the authorized amount, then the COUNTY shall be notified immediately in writing, provided that the COUNTY shall not be required to pay for expenses in excess of these amounts unless the COUNTY otherwise agrees by Change Order.

CM is responsible for submitting reimbursable expense billings in a format that is acceptable to JWA Accounting.

C. REQUEST FOR PAYMENT

CM shall use the JWA Request for Payment form provided. A Scope of Services Status Report for the CM's services shall be submitted for the services being invoiced in part or in whole.

The Request for Payment form will provide the services according to the service categories set forth in Section 7, COMPENSATION.

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. In addition to invoice requirements outlined within this Agreement, CM shall submit a signed invoice cover sheet, the invoice, and all accompanying backup documentation as a record into the Skire Unifier Project Document Management System.

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 CM in connection with this Agreement, any and all actual damages owed by CM to COUNTY resulting from its breach of this Agreement. COUNTY will provide CM with written notice of amounts withheld and the reasons for such offset. CM does not waive any legal rights, remedies or defenses with respect to any such offset imposed by COUNTY.

10. ERRORS AND OMISSIONS

CM shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the COUNTY shall not be responsible for discovering deficiencies therein.

The standard of care for all professional services performed or furnished by CM under this agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality.

In the event of negligent errors or omissions of CM in performance of the work that result in expense to COUNTY greater than would have resulted if there were not negligent errors or omissions in the work accomplished by CM, then any additional design, construction and/or restoration expense, and any other losses or damages incurred by COUNTY as a result thereof shall be borne by CM. The COUNTY'S payment under this Agreement, including final payment, shall not be deemed or construed as acceptance by COUNTY of any defective work or any errors or omissions by the CM.

11. 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 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 CM 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 section.

12. RIGHT OF AUDIT & RECORDS

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

CM's records shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. COUNTY's representatives or agents shall have reasonable access to CM's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate workspace, including use of a copier, to conduct audits in compliance with this section. The COUNTY or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. COUNTY representatives or agents may (without limitation) conduct verifications, such as verifying information and amounts through interviews and written confirmations with CM employees, field and agency labor, subcontractors, and vendors.

CM's records shall include any and all information, materials, data of every kind and character, including without limitation, records, books, papers, documents, notes, receipts, vouchers, drawings, and any and all other agreements, sources of information and matters that may in COUNTY'S judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any contract document.

Such records shall include hard copy, as well as computer readable data, written policies and procedures, accounting records of time and expenditures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files, change order files, back charge logs, invoices, and any other CM records that may have a bearing on matters of interest to the COUNTY in connection with the CM's dealings with the COUNTY to the extent necessary to adequately permit an evaluation and verification of any or all of the following: (1) compliance with Agreement requirements; (2) compliance with COUNTY business ethics/conflict of interest expectations; (3) compliance with Agreement provisions regarding the pricing of change orders; (4) accuracy of CM representations regarding pricing of invoices; and (5) accuracy of CM representations related to claims submitted by CM or any CM payees.

CM represents and agrees that failure by CM to maintain such records in compliance with this section precludes CM from maintaining any request or claim for compensation from or against COUNTY for any time periods for which such records were not kept.

CM shall also include a clause in its agreements with subcontractors, and shall require subcontractors to include a clause in its agreements with sub-subcontractors, which reserves the right for a COUNTY representative to audit any cost, payment, or settlement resulting from any items set forth in this agreement during the performance of this agreement and for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this agreement have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this agreement have been resolved, whichever is later.

If an audit or examination in accordance with this section discloses overpricing or overcharges (of any nature) by the CM to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the CM shall reimburse the reasonable actual cost of the COUNTY's audit to the COUNTY. Any adjustments and/or payments that must be made as a result of such audit or examination shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of COUNTY's findings to CM. Notwithstanding this requirement, the COUNTY may exercise its right to offset, as described in Section 9 of the Agreement, for collection of any reimbursements due to the COUNTY as provided for in this section.

13. CM PERSONNEL

A. SUBCONTRACTORS

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

Subcontractor	Service
To be determined	Construction Inspection

B. PERSONNEL APPROVAL

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

C. ASSIGNING PERSONNEL

At all times throughout the Term of this Agreement, the CM shall provide the following Key Personnel to perform the Scope of Services under this Agreement:

- | | | |
|----|-------------------------|------------------|
| 1) | Construction Manager | John Squillace |
| 2) | Project Manager | Jay Smith |
| 3) | Construction Specialist | Steve Radford |
| 4) | Project Manager | Howard Eng |
| 5) | Project Engineer | Grant Muscavitch |

CM shall also provide such Additional Personnel as are approved in writing by JWA with Job Classifications as set forth in Exhibit B, "Hourly Labor Rates," and as may be modified per Section 4, CHANGES IN SCOPE OF SERVICES. CM shall submit a resume for each candidate proposed for assignment under this Agreement for acceptance by JWA prior to the Additional Personnel expending labor hours on the Project. JWA may request an interview with the candidate. CM agrees that it will furnish the necessary personnel, with qualifications essential to perform the assigned duties, to complete the Scope of Services on a timely basis in accordance with the schedule for the Scope of Services. CM shall have the authority to commit CM resources as needed and as requested by JWA.

CM agrees that it will not reassign or remove any of the Key Personnel, and that it will not assign any person to perform the Scope of Services without the prior written consent of JWA. CM 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.

D. REASSIGNING KEY PERSONNEL

Reassignment of CM's Key Personnel requires prior written consent by JWA. The CM will not be entitled to compensation for Key Personnel who are removed from the Scope of Services or the individuals who replace them without the written consent of JWA.

E. REMOVAL OF PERSONNEL AT COUNTY'S DISCRETION

COUNTY may, at its sole discretion, require CM to remove from the Project any of its personnel assigned to the performance of the Scope of Services. CM shall remove such person(s) from the Scope of Services promptly after request from JWA. The CM will replace any person so removed within seven (7) days with a person of like qualifications acceptable to JWA. If the CM fails to replace such person(s) to the satisfaction of JWA within thirty (30) days of removal, unless otherwise agreed by COUNTY, such failure shall constitute breach of this Agreement by the CM.

F. TURNOVER

CM 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 CM 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 CM or its affiliated companies, any person who retires within 30 days notice, or persons removed from the Scope of Services at the request of JWA.

G. ORGANIZATION AND ASSIGNMENTS

The CM shall promptly prepare and submit to JWA an organizational chart for each of the Design and Construction Phases of the Project detailing CM activities by employee name, job title, and organizational unit, and showing lines of command and responsibility. CM shall update the organizational chart monthly as needed to show any proposed changes, and shall submit (1) the updated chart to JWA, or (2) a report that no changes have been made, on a monthly basis.

H. LOCATION OF WORK

It is anticipated that CM will perform Design Phase Construction Management services offsite at CM offices. It is anticipated that CM shall perform most of the Construction Phase Construction Management services onsite at field offices provided by CM or JWA.

I. LIST OF EMPLOYEES

CM shall provide JWA with a list of employees on the Project on a monthly basis, including their names, job titles and assignments, and billing rates. CM shall list any employees whose services on the Project have ceased in the prior month and the reason therefore. CM shall submit this list at the same time as each monthly pay request. COUNTY shall have no obligation to pay CM's pay request until such information is submitted.

J. COMPLIANCE WITH EMPLOYMENT LAWS

CM shall be solely responsible for complying with all laws pertaining to the employment of all of CM'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.

K. CM SERVICES FORECASTS

Within 30 days of award of this Agreement, CM shall furnish to COUNTY a Staffing Chart indicating CM's job classifications and names of personnel assigned to these classifications, as well as their forecast levels of effort in monthly hours throughout the term of this Agreement. This Staffing Chart shall be subject to the review and approval of the COUNTY.

CM shall exercise diligent effort to maintain control of the productivity of its personnel in the performance of their tasks within the Scope of Services and report to the COUNTY in a timely fashion any conditions, unusual circumstances, or elements that may impact, or be cause for change in, CM's Scope of Services.

On a monthly basis, CM shall submit to COUNTY, in tabular and graphical form, the following information (by month and cumulatively) regarding CM's services:

- 1) Original plan of labor hours
- 2) Original plan of labor cost
- 3) Original plan of reimbursable expenses
- 4) Actual labor hours expended
- 5) Actual labor cost expended
- 6) Actual reimbursable expenses expended
- 7) Estimate at completion for labor hours
- 8) Estimate at completion for labor cost
- 9) Estimate at completion for reimbursable expenses

CM shall promptly submit a request for a Change in the Scope of Services, per Section 4 of this Agreement, for COUNTY's review if CM becomes aware of conditions or circumstances that may warrant a change in Scope of Services, or which may cause labor productivity or expenses to increase above the CM's limits of compensation described in Section 7 "Compensation."

14. INDEMNITY

To the fullest extent permitted by law, the CM shall defend, indemnify, and hold harmless the COUNTY, its officers, and employees from and against any and all claims, lawsuits, orders, judgments, damages, penalties, fines, costs, liabilities, losses, or actions of every kind and description arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CM. If an indemnitee is named as a defendant in any such lawsuit, then the CM shall, at the request of the COUNTY, represent the indemnitee with qualified counsel approved in writing by the COUNTY.

CM'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 its agents, servants, or independent contractors. If judgment is entered against CM and the COUNTY by a court of competent jurisdiction because of the concurrent negligence of the COUNTY, its officers and employees, and the CM, then the CM 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 section shall survive the termination or completion of this Agreement.

15. INSURANCE

The CM 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. 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, COUNTY Executive Office (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 CEO/Office of Risk Management. CM shall be responsible for the payment of all deductibles. Any SIRs or deductibles shall be clearly stated on the Certificate of Insurance.

C. CM PROFESSIONAL LIABILITY INSURANCE

CM 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 CM's services under this Agreement, specifically applicable to all services rendered by CM under this Agreement. CM shall maintain this insurance for a period of ten (10) 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 CM gives written notice of the claim to the insurer during the policy period.

D. CM'S LIABILITY INSURANCE

CM 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 CM's services under the Agreement:

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

E. COVERAGE LIMITS

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

<u>Type of Coverage</u>	<u>Limits of Liability</u>
a) Professional Liability Insurance	\$5,000,000 claims made
b) Workers' Compensation	statutory minimum
c) Employer's Liability Insurance	\$1,000,000 per occurrence
d) Comprehensive General Liability Insurance	\$10,000,000 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) CM's Workers' 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 COUNTY of Orange, Risk Management, P.O. Box 327, Santa Ana, California 92702."
- 2) CM'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 COUNTY of Orange, Risk Management, P.O. Box 327, Santa Ana, California 92702."
- 3) CM's Workers' Compensation policy and CM'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) CM'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 out of, or in any manner connected with the first named insured's services on John Wayne Airport.”

- 5) CM'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) CM'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

CM agrees to provide the COUNTY, within ten (10) working days after this Agreement has been approved by the Board of Supervisors, written documentation that CM 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 CM 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 CM has complied with all insurance provisions of this Agreement. Failure by CM to provide the COUNTY with the insurance policies described herein shall constitute a material breach of this Agreement. CM agrees to keep such insurance in force and current certificates on deposit with COUNTY through completion of 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 CM 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 CM 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 CM. If the COUNTY requires a change in the insurance provided by CM, the additional cost will be reimbursed by COUNTY. If CM does not deposit copies of acceptable certificates of insurance and endorsements with the COUNTY incorporating such changes within 60 days of such notice, this Agreement may be in breach with further notice to CM, and the COUNTY shall be entitled to all legal remedies.

The review of the insurance policies is to determine if the insurance provided by the CM complies with the requirements of this Agreement.

CM 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.

16. ACCIDENTS

All jobsite and other project-related accidents, injuries, and illnesses sustained by CM's or subcontractors' employees 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 CM promptly after each such incident.

17. SAFETY

The CM must prepare and submit to COUNTY a safety plan for COUNTY review and comment within 30 calendar days following award of this Agreement. This safety plan shall comply with all American National Standards Institute (ANSI), Occupational and Safety Health Administration (OSHA), COUNTY, and FAA work, safety, and health rules governing the conduct of its employees, agents, and subcontractors at and about the Project jobsite. CM agrees that it shall ensure that its supervisory personnel, employees, agents, and subcontractors at the jobsite comply strictly with such rules.

COUNTY reserves the right, from time to time, to revise the safety plan and revise any safety rules therein. CM shall comply fully with such rules as revised in accordance with the foregoing provisions.

18. OWNERSHIP OF DOCUMENTS

All correspondence, documents, reports, estimates, clarification drawings, quantity calculations, and other incidental work or materials prepared hereunder, including any such work or materials prepared in electronic or digital format, shall be the property of COUNTY. CM 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 section shall survive the termination or completion of this Agreement.

19. RECORD DRAWINGS

CM shall review the Contractor's as-built drawings on a weekly basis to verify that the drawings detail the actual construction of the Project. CM shall make sure the as-built drawings are delivered to COUNTY within one (1) month following substantial completion of construction. These drawings shall be delivered to COUNTY for subsequent transmittal to COUNTY'S design A-E to prepare the final Record drawings for the Project.

20. COORDINATION OF DRAWINGS

CM shall be responsible for reviewing the construction documents prepared by the A-E and to inform COUNTY of any discrepancies noted therein, and with respect to actual field conditions.

CM shall advise COUNTY of any need for securing any Quality Control/Quality Assurance tests, specialty inspections, environmental monitoring, schedule reviews, analyses, studies, reports, or subcontractor services in connection with the design and construction phases for the Project.

21. TERMINATION FOR CONVENIENCE

The COUNTY may, at any time, and without cause, terminate this Agreement in whole or in part, upon written notice to CM. Such termination shall be effected by delivery to CM 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 such termination, COUNTY shall pay CM 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 CM's sole remedy against COUNTY. Under no circumstances will CM 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.

22. TERMINATION FOR DEFAULT

Notwithstanding any other provision of this Agreement, if CM defaults and fails to perform any of its obligations under this Agreement, CM's failure is a material breach of this Agreement, and 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 CM specifying the date of termination. CM's failure to report to JWA according to Sections 2A.2)a) and 2A.2)b) is a material breach to this Agreement and CM may be terminated immediately. If COUNTY has, as of the date of the termination of this Agreement, paid CM an amount that exceeds the amount that may be due to CM, then CM 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 CM exceeds the total not-to-exceed amount specified under this Agreement for the completed work, then the CM shall promptly pay the difference to COUNTY.

Upon termination for default, COUNTY may set off against and deduct from any amounts payable to CM any other damages suffered by COUNTY due to any such default or other delay or failure to perform by CM in connection with this Agreement. CM shall continue to be fully liable to the COUNTY for all such damages.

If, after notice of termination of the CM's right to proceed under the provisions of this section, it is determined for any reason that the CM was not in default under the

provisions of this section, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 21, "Termination for Convenience."

23. OBLIGATIONS UPON TERMINATION

In the event of termination for convenience or for default, the CM 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. CM 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, CM 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, CM shall immediately advise COUNTY of all outstanding agreements, subcontracts, rental agreements, and purchase orders that CM has with others pertaining to performance of the work, and shall furnish COUNTY with complete copies thereof. Upon request by COUNTY, CM shall assign to COUNTY, in form and content satisfactory to COUNTY, CM'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. CM shall include 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.

24. SUSPENSION OF WORK

COUNTY may at any time by written notice to CM suspend further performance of all or any portion of the work by CM. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such notice of suspension, CM 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 CM has on hand for performance of the work.

Upon the request of COUNTY, CM shall promptly deliver to COUNTY copies of outstanding purchase orders, agreements, and subcontracts of CM for materials, 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 CM specifying the effective date

and scope of withdrawal, and CM 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 CM 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 CM for any inconvenience, interruption, or cessation of CM'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) CM 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, CM shall be paid all undisputed sums due prior to suspension and those expenses resulting from the interruption and resumption of the CM's services as may be negotiated by the parties.

25. LICENSES AND CERTIFICATES

CM and each of its subcontractors at any tier, if any, shall maintain in full force and effect at all times during the term of this Agreement such licenses, registrations, or permits as may be required by the State of California or any other local, regional, COUNTY, state, or federal governmental entities. CM and its subcontractors at any tier, 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.

26. ASSIGNMENT

CM shall not assign any right, nor delegate any duty, under this Agreement, or any portion thereof to any other person, partnership or corporation, including any parent or subsidiary corporation, without the written consent of COUNTY. Any attempted assignment or delegation without COUNTY'S prior written consent shall be void.

27. 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.

28. NO WAIVER BY COUNTY

In the event the COUNTY does not insist upon strict performance by CM 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.

29. PATENT INDEMNITY

CM shall indemnify and hold harmless the COUNTY, its agents, officers, and employees from and against any and all liability, including costs for infringement or dilution of any United States letters, patent, or any other intellectual property contained in the CM's work that are created or provided under this Agreement.

30. INDEPENDENT CONTRACTOR

CM is an independent contractor. Nothing in this Agreement shall be deemed to make CM, its subcontractors, or any of their respective officers, employees, representatives, or agents, the agents or employees of COUNTY. CM shall have responsibility for and control over the details and means for performing the work provided that CM complies with the terms of the Agreement. Anything in this Agreement that may appear to give COUNTY the right to direct CM as to the details of the performance of the work or to exercise a measure of control over CM shall mean that CM shall follow the desires of COUNTY only with respect to the results of the work.

31. NO ALTERATION OF AGREEMENT TERMS

CM has no authority to alter, modify, amend, or change the terms of this Agreement or 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 Section 4, CHANGES IN SCOPE OF SERVICES.

32. COMPLIANCE WITH LAWS

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

CM agrees to comply with all Federal laws, regulations, orders, and other requirements applicable to CM and CM's services including, but not limited to, The Americans with Disability Act, The Immigration Reform Act, and the Drug Free Workplace Act. CM agrees to permit the COUNTY to verify such compliance.

33. BUSINESS ETHICS

CM employees, agents, subcontractors, or vendors (or their representatives) shall not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other

considerations to (1) COUNTY representatives, employees, or their relatives, or (2) representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this project.

CM employees (or their relatives), agents, or subcontractors shall not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this project.

CM agrees to notify a designated COUNTY representative within 48 hours of any instance where the CM becomes aware of a failure to comply with the provisions of this section.

34. NOTICES

Unless otherwise specified in this Agreement, all notices between CM and COUNTY shall be sent to the following addresses:

For COUNTY:
John Wayne Airport
Deputy Airport Director, Facilities
3160 Airway Avenue
Costa Mesa, California 92626

For CM:
Douglas E. Barnhart, Inc.
Mr. Eric Stenman
President
10760 Thornmint Road
San Diego, CA 92127

35. PUBLIC RELATIONS

All inquiries of any kind pertaining to the Project, presented to CM in any form, including but not limited to written or oral requests, and originating from any media source, such as the press and other print publications, television or radio networks, the World Wide Web or instruments thereof, community or public interest groups, or any other limited or mass media systems, shall be immediately referred by CM to JWA. CM and its subcontractors shall not disseminate information on behalf of the COUNTY or JWA pertaining to the nature, scope, or details of the Project without the prior specific written consent of JWA.

CM shall not release information in any manner or form on behalf of the COUNTY or JWA pertaining to the nature, scope, or details of the Project in any organized public or private event, setting, or ceremony without the prior specific written consent of JWA.

CM and any of its subcontractors at any tier shall not publish, or allow to be published, any press releases without prior written authorization from COUNTY.

36. AIRPORT SECURITY

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

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

A. BADGE ACQUISITION

Prior to issuance of a security badge(s), designated CM personnel who will be working onsite at the JWA terminal or AOA and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include a Federal Bureau of Investigation (FBI) Criminal History Records Check (\$29.00 fee per person) and a Security Threat Assessment (no charge). Upon successful completion of the background checks, CM's designated personnel will be required to attend a 3-hour 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 CM 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, and (4) paid an identification badge fee of \$8.00 per person. CM 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. CM shall be responsible for all costs associated with the background checks and abide by all of the security requirements set forth by FAA, TSA, and JWA. CM'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 AOA's 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 CM 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 CM's badge is not returned to JWA upon termination of CM personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge will be charged to the CM. CM's final payment may be held by JWA or a deduction from the CM's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

37. NONDISCRIMINATION

A. COMPLIANCE WITH REGULATIONS

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

B. NONDISCRIMINATION

CM, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CM shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

C. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT

In all solicitations, by either competitive bidding or negotiation, made by CM for work to be performed under a subcontract, including procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by CM of CM's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. INFORMATION AND REPORTS

CM shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions.

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

E. SANCTIONS FOR NONCOMPLIANCE

In the event of CM's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it or the FAA may determine to be appropriate including, but not limited to:

- 1) Withholding of payments to CM under the Agreement until CM complies, and/or
- 2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. INCORPORATION OF PROVISIONS

CM shall include the provisions of Subsections A through E of this section in all of its subcontracts and other agreements pertaining to the work under this Agreement, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued thereto. CM shall take such action with respect to any subcontract or procurement as the sponsor (COUNTY) or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, in the event CM becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CM may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, CM may request the United States to enter into such litigation to protect the interests of the United States.

38. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT FORMS

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

- 1) If the CM is an individual contractor: Name, date of birth, social security number, and residence address.
- 2) If CM 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 CM must provide:

- 1) A certification that the CM has fully complied with all applicable federal and state reporting requirements regarding its employees, and

- 2) A certification that the CM has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

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 CM 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.

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

CONSTRUCTION MANAGER

By: _____
Eric G. Stenman

Title: President

By: _____
Arthur L. Barnhart

Title: **Executive Director of Operations** _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____
Deputy

Date _____

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)

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.**

EXHIBIT A

SCOPE OF SERVICES

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PARKING STRUCTURE C BID PACKAGE

1. DESIGN PHASE BASIC SERVICES

For the services outlined below, JWA expects that the CM will coordinate with trade subcontractors, specialty contractors, and suppliers to capitalize on the local construction experience of these types of firms in order to provide expert advice to the team.

The CM shall utilize JWA's Project Management System – Skire Unifier – for the performance of all its services. CM shall utilize and conform to JWA's WBS for the performance of all its services.

1.1 INTERFACES

JWA will be designing and constructing the new Terminal Building C adjacent to the Parking Structure C. JWA is procuring an A-E for design and a CM for the construction management of the new Terminal Building C independently from the A-E and CM for the Parking Structure C. CM shall communicate, coordinate, and work collaboratively with the A-E and CM for the new Terminal Building C.

1.2 SCHEMATIC DESIGN PHASE

1.2.1 Cost Estimating

CM shall:

- (a) Develop cost estimates using the schematic documents provided by the A-E.
- (b) Use the CSI Unifomat standards.
- (c) Coordinate with the Program Controls Manager.
- (d) Organize the cost estimate according to the JWA WBS.
- (e) Reconcile its cost estimate with the cost estimates of JWA and the A-E.

Deliverable: CM shall provide a Cost Estimate to be delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.2.2 Value Analysis

CM is expected to identify cost-saving or better-value ideas. CM's value analysis is expected to identify savings to the Project. CM shall develop a system that tracks options being considered where cost-saving or better-value ideas are tracked and reported. CM shall report on which ideas have been selected, deferred, or have yet to be considered. The report shall provide JWA with data in which it can make informed decisions.

Deliverable: CM shall provide a Value Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.2.3 Systems Analysis

CM shall evaluate materials and construction systems (structural, mechanical, electrical, etc.) to advise JWA, Program Manager, and the A-E of the most economical, time effective, and best value alternatives. CM is expected to identify cost-saving or better-value ideas. CM's systems analysis is expected to identify savings to the Project. CM shall develop a system that tracks options being considered where cost-saving or better-value ideas are tracked and reported. CM shall report on which ideas have been selected, deferred, or have yet to be considered. The report shall provide JWA with data in which it can make informed decisions.

Deliverable: CM shall provide a Systems Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.2.4 Schedule Development

CM shall:

- (a) Provide construction expertise to assist JWA in the development of the detailed cost and resource-loaded critical path method schedule.
- (b) Review the detailed cost and resource-loaded schedule provided by JWA.
- (c) Analyze the schedule for impacts of design and management decisions and recommend changes as required.
- (d) Analyze and forecast changes in the market for labor, Contractor, subcontractor, specialty contractor, and construction material availability.
- (e) Review and analyze the critical path of the Project, including near critical items, and recommend changes as required.
- (f) Recommend Airport schedule contingencies based on the Project Risk Analysis.

Deliverables:

- (g) CM shall provide an updated Schedule Analysis Report within 21 calendar days following A-E submission of its Deliverable.
- (h) CM shall deliver schedule impact analysis as a result of design decisions within time constraints requested by JWA depending on the complexity of the issue.
- (i) CM shall provide deliverables to COUNTY in accordance with the time of performance requirements in Section 5 of the Agreement.

1.2.5 Design Support

CM shall continue to provide relevant input to JWA, Program Manager, and the A-E with construction-related expertise regarding the design issues, options, and recommendations discussed during this design phase.

Deliverable: CM shall provide a Design Support Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.2.6 Constructability Review

CM shall provide constructability reviews of the design documents at the completion of the design deliverable. CM shall review, provide comments and recommendations, and propose changes to the construction documents for the purpose of minimizing construction cost and schedule impacts, and to clarify these documents. A-E is responsible for the production of the design documents.

Deliverable: CM shall provide a Constructability Review Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.2.7 Project Risk Analysis

CM shall continue to collaborate with JWA, Program Manager, Program Controls Manager, A-E, and Other Stakeholders to continue to develop a Project Risk Analysis that identifies project risks, potential impacts, contingency analysis, and a mitigation plan. CM shall assist JWA in the continuous management of the risk mitigation strategies in order to minimize cost and schedule impacts to the Project.

Deliverable: CM shall provide a Risk Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.2.8 Site Logistics

CM shall continue to collaborate with JWA, Program Manager, and A-E on site logistics plans that have been developed. Provide review and input on the following:

- (a) Temporary construction items
- (b) Staging and lay-down areas
- (c) Crane types, heights, access, and maneuvering
- (d) Parking
- (e) Jobsite office locations
- (f) Temporary utilities
- (g) Access and haul routes
- (h) Phasing and sequencing

CM shall identify and resolve all site logistics issues prior to advertisement of the construction documents for bids.

Deliverable: CM shall provide a Site Logistics Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3 DESIGN DOCUMENTS PHASE

1.3.1 Value Analysis

CM is expected to identify cost-saving or better-value ideas. CM's value analysis is expected to identify savings to the Project. CM shall continue updating the system that tracks options being considered where cost-saving or better-value ideas are tracked and reported. CM shall report on which ideas have been selected, deferred, or have yet to be considered. The report shall provide JWA with data in which it can make informed decisions.

Deliverable: CM shall provide an updated Value Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.2 Systems Analysis

CM shall continue evaluation of materials and construction systems (structural, mechanical, electrical, etc.) to advise JWA, Program Manager, and the A-E of the most economical, time effective, and best value alternatives. CM is expected to identify cost-saving or better-value ideas. CM's systems analysis is expected to identify savings to the project. CM shall develop a system that tracks options being considered where cost-saving or better-value ideas are tracked and reported. CM shall report on which ideas have been selected, deferred, or have yet to be considered. The report shall provide JWA with data in which it can make informed decisions.

Deliverable: Updated Systems Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.3 Schedule Development

CM shall:

- (a) Provide construction expertise to assist JWA in the continued development of the detailed cost and resource-loaded critical path method schedule.
- (b) Analyze the schedule for impacts of design and management decisions and recommend changes as required.
- (c) Analyze and forecast changes in the market for labor, Contractor, subcontractor, specialty contractor, and construction material availability.
- (d) Review and analyze the critical path of the Project, including near critical items, and recommend changes as required.
- (e) Recommend Airport schedule contingencies based on the Project Risk Analysis.

Deliverables:

- (a) CM shall provide an updated Schedule Analysis Report within 21 calendar days following A-E submission of its Deliverable.

- (b) CM shall deliver schedule impact analysis as a result of design decisions within time constraints requested by JWA depending on the complexity of the issue.
- (c) CM shall provide deliverables to COUNTY in accordance with the time of performance requirements in Section 5 of the Agreement.

1.3.4 Design Support

CM shall continue to provide relevant input to JWA, Program Manager, and the A-E with construction-related expertise regarding the design issues, options, and recommendations discussed during this design phase.

CM shall provide recommendations regarding alternative construction materials that maintain the architectural theme of the parking structure. CM shall identify related cost and schedule impacts associated with the recommendations.

Deliverable: CM shall provide a Design Support Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.5 Constructability Review

CM shall provide constructability reviews of the design documents at the completion of the design deliverable. CM shall review, provide comments and recommendations, and propose changes to the construction documents for the purpose of minimizing construction cost and schedule impacts, and to clarify these documents. A-E is responsible for the production of the design documents.

Deliverable: Constructability Review Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.6 Long Lead Item Strategies

CM shall identify construction materials and equipment that have manufacturing, fabrication, and/or delivery lead times greater than 90 calendar days. CM shall make recommendations to the Airport and the Program Manager on the approach to resolving schedule impacts as a result of the findings.

Deliverable: CM shall provide a Long Lead Item Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.7 Cultivation of Labor, Contractor, Subcontractor, Specialty Contractor, and Supplier Interest

CM shall provide advice and support to JWA in cultivating interest among the labor (union and open shop), contracting subcontracting, and supplier communities regarding upcoming opportunities on the Project.

CM shall participate in outreach programs and advise JWA as to methods for increasing bidder interest.

Deliverable: CM shall provide a report of participation in increasing Labor, Contractor, Subcontractor, Specialty Contractor, and Supplier Interest. Report to be delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.8 Safety Risk Analysis

CM shall develop a safety risk analysis that:

- (a) Identifies high hazard areas, such as excavations, fall from height, etc., that could occur during construction and post-construction.
- (b) Identifies hazards expected to be encountered during construction and post-construction/
- (c) Evaluates the scope of work vs. order of work
 - i. Provide input into order of work
 - ii. Analyze whether risk can be lessened or eliminated by changing the order of work
- (d) Minimizes hazards during construction.
- (e) Minimizes potential hazards to the maintenance staff post-construction.

Deliverable: CM shall provide an Interim Safety Risk Analysis Report to be delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.9 Quality Analysis

CM shall:

- (a) Develop a quality analysis that Identifies areas of construction that are a concern for the final construction quality of the Project.
- (b) Recommend mitigation measures.

Deliverable: CM shall provide an Interim Quality Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.10 Project Risk Analysis

CM shall continue collaboration with JWA, Program Manager, Program Controls Manager, A-E, and Other Stakeholders to continually evaluate the Project Risks. CM shall assist JWA in the continuous management of the risk mitigation strategies in order to minimize cost and schedule impacts to the Project.

Deliverable: CM shall provide an updated Risk Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.11 Site Logistics

CM shall continue collaboration with JWA, Program Manager, and A-E on site logistics plans that have been developed. Provide review and input on the following:

- (a) Temporary construction items
- (b) Staging and lay-down areas
- (c) Crane types, heights, access, and maneuvering
- (d) Parking
- (e) Jobsite office locations
- (f) Temporary utilities
- (g) Access and haul routes
- (h) Phasing and sequencing

CM shall identify and resolve all site logistics issues prior to advertisement of the construction documents for bids.

Deliverable: CM shall provide an updated Site Logistics Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.3.12 Permitting

CM shall identify building, construction, and safety permits required for the construction of the Project. CM shall identify and recommend strategies for the procurement of the required permits.

Deliverable: CM shall provide a Permit Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4 CONSTRUCTION DOCUMENTS PHASE

1.4.1 Detailed Cost Estimating

CM shall:

- (a) Develop accurate cost estimates using the construction documents provided by the A-E.
- (b) Use the CSI Uniformat standards.
- (c) Coordinate with the Program Controls Manager.
- (d) Organize the cost estimate according to the JWA WBS.
- (e) Reconcile its cost estimate with the cost estimates of JWA and the A-E.

Deliverable: Final Cost Estimate delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.2 Value Analysis

CM is expected to identify cost-saving or better-value ideas. CM's value analysis is expected to identify savings to the Project. CM shall develop a system that tracks options being considered where cost-saving or better-value ideas are tracked and reported. CM shall report on which ideas have been selected, deferred, or have yet to be considered. The report shall provide JWA with data in which it can make informed decisions.

Deliverable: CM shall provide a final Value Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.3 Systems Analysis

CM shall continue evaluation of materials and construction systems (structural, mechanical, electrical, etc.) to advise JWA and the A-E of the most economical, time effective, and best value alternatives. CM is expected to identify cost-saving or better-value ideas. CM's systems analysis is expected to identify savings to the project. CM shall develop a system that tracks options being considered where cost-saving or better-value ideas are tracked and reported. CM shall report on which ideas have been selected, deferred, or have yet to be considered. The report shall provide JWA with data in which it can make informed decisions.

Deliverable: CM shall provide a final Systems Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.4 Schedule Development

CM shall:

- (a) Provide construction expertise to assist JWA in the continued development of the detailed cost and resource-loaded critical path method schedule.
- (b) Coordinate with JWA to analyze the schedule for impacts of design and management decisions and recommend changes as required.
- (c) Analyze and forecast changes in the market for labor, Contractor, subcontractor, specialty contractor, and construction material availability.
- (d) Review and analyze the critical path of the Project, including near critical items, and recommend changes as required.
- (e) Recommend Airport schedule contingencies based on the Project Risk Analysis.

Deliverables:

- (a) CM shall provide an updated Schedule Analysis Report within 7 calendar days following A-E submission of its Deliverable.
- (b) CM shall deliver schedule impact analysis as a result of design decisions within time constraints requested by JWA depending on the complexity of the issue.

- (c) CM shall provide deliverables to COUNTY in accordance with the time of performance requirements in Section 5 of the Agreement.

1.4.5 Design Support

CM shall continue to provide relevant input to JWA, Program Manager, and the A-E with construction-related expertise regarding the design issues, options, and recommendations discussed during this design phase.

CM shall provide recommendations regarding alternative construction materials that maintain the architectural theme of the parking structure. CM shall identify related cost and schedule impacts associated with its recommendations.

Deliverable: CM shall provide a final Design Support Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.6 Constructability Review

CM shall provide constructability reviews of the design documents at the completion of the design deliverable. CM shall review, provide comments and recommendations, and propose changes to the construction documents for the purpose of minimizing construction cost and schedule impacts, and to clarify these documents. A-E is responsible for the production of the design documents.

Deliverable: Final Constructability Review Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.7 Cultivation of Labor, Contractor, Subcontractor, Specialty Contractor, and Supplier Interest

CM shall provide advice and support to JWA in cultivating interest among the labor (union and open shop), contracting, subcontracting, and supplier communities regarding upcoming opportunities on the Project.

CM shall participate in outreach programs and advise JWA as to methods for increasing bidder interest.

Deliverable: CM shall provide a final report of participation in increasing Labor, Contractor, Subcontractor, Specialty Contractor, and Supplier Interest. Report to be delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.8 Safety Risk Analysis

CM shall develop a safety risk analysis that:

- (a) Identifies high hazard areas, such as excavations, fall from height, etc., that could occur during construction and post-construction.
- (b) Identifies hazards expected to be encountered during construction and post-construction.

- (c) Evaluates the scope of work vs. order of work
 - i. Provide input into order of work
 - ii. Analyze whether risk can be lessened or eliminated by changing the order of work
- (d) Minimizes hazards during construction.
- (e) Minimizes potential hazards to the maintenance staff post-construction.

Deliverable: CM shall provide a final Safety Risk Analysis Report to be delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.9 Quality Analysis

CM shall continue developing a quality analysis that identifies areas of construction that are a concern for the final quality of the Project and recommends mitigation measures.

Deliverable: CM shall provide a final Quality Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.10 Project Risk Analysis

CM shall continue collaboration with JWA, Program Manager, Program Controls Manager, A-E, and other Stakeholders to continually evaluate the Project Risks. CM shall assist JWA in the continuous management of the risk mitigation strategies in order to minimize cost and schedule impacts to the Project.

Deliverable: CM shall provide a final Risk Analysis Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.11 Site Logistics

CM shall continue collaboration with JWA, Program Manager, and A-E on site logistics plans that have been developed. Provide review and input on the following:

- (a) Temporary construction items
- (b) Staging and lay-down areas
- (c) Crane types, heights, access, and maneuvering
- (d) Parking
- (e) Jobsite office locations
- (f) Temporary utilities
- (g) Access and haul routes
- (h) Phasing and sequencing

CM shall identify and resolve all site logistics issues prior to advertisement of the construction documents for bids.

Deliverable: CM shall provide a final Site Logistics Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.4.12 Specifications

CM shall develop the following detailed construction document specifications in collaboration with JWA, the Program Manager, and A-E:

- (a) Safety
- (b) Contractor Quality Control

In addition to developing the above specifications, CM shall collaborate in the development of the schedule specification with JWA.

Deliverable: CM shall provide final detailed construction document specifications delivered to the A-E for inclusion into the construction documents bid package 60 calendar days prior to the A-E's Construction Document Deliverable milestone date.

1.4.13 Contractor Pre-Qualification

CM shall assist JWA in the pre-qualification of Contractors for the construction Bid Package using the JWA standard pre-qualification procedure. CM shall assist JWA in the evaluation of the Contractor's statements of qualifications.

Deliverable: CM shall provide a list of pre-qualified Contractors in advance of the planned advertisement of the Invitation to Bid date that are capable of constructing the Project and delivering the Project to JWA in accordance with the Project time deadlines and duration requirements.

1.4.14 Permitting

CM shall identify building, construction, and safety permits required for the Project. CM shall identify and recommend strategies for the procurement of the required permits.

Deliverable: CM shall provide a final Permit Report delivered to JWA within 21 calendar days following A-E submission of its Deliverable.

1.5 INTEGRATION

The deliverables identified under each activity are required to be integrated with all of the other activities in this scope of services (i.e., the schedule is required to include cost loading, resource-loading accounting for labor availability, long-lead procurement activities, project risk analysis, etc.) Thus, the overall CM deliverable is required to be comprehensive and completely integrated.

1.6 OTHER DESIGN PHASE BASIC SERVICE DELIVERABLES

1.6.1 Construction Management Plan

CM shall develop a Construction Management Plan for CM Construction Phase Services for review and acceptance by JWA.

CM's Plan shall include, at a minimum, the following sections and details:

- (a) An Introduction section that includes the purpose of the plan, the CM functions and responsibilities, how CM intends to administer the plan, and a list of any pertinent reference documents or materials.
- (b) A Project Description section that includes a narrative, a location map, schematic plans, limits of construction, etc.
- (c) A Project Organization section that includes the organization chart and the staffing. The staff details should be provided, including qualifications, experience, and organizational responsibilities, and should include a staffing plan to include details of any subconsultants.
- (d) An Office Administration section that includes descriptions of the filing system, correspondence formats, forms, emergency contacts, etc.
- (e) An Owner Interface section that includes a description of how the CM intends to interface with JWA and its staff. This section of the plan will address the delegation of authority from the Owner and discuss the working interfaces
- (f) A Contractor Interface section that describes the Contractor's organization and how the CM will interface with the Contractor. This section of the plan will also address the scheduling process and the schedule acceptance process, the submittal process, the RFI process, and how the change order process will be administered.
- (g) A Construction Manager Interface section that describes how the CM for the Parking Structure C will interface with the CM for Terminal C. JWA may or may not combine the construction bid packages for the Parking Structure C and Terminal C.
- (h) A section describing Control of Work that includes details of:
 - i. CM's Authority
 - ii. Permits
 - iii. Daily Inspection Reports
 - iv. Weekly FAA Inspection Reports
 - v. Progress photographs
 - vi. Utility coordination
 - vii. Control of materials
 - viii. CQC and QA (including testing laboratory, inspection procedures and frequencies, test procedures and frequencies, and documentation of test results)
 - ix. Non-conformance reporting
- (i) A Project Control section that provides management details of:
 - i. Contract Administration
 - ii. Correspondence handling
 - iii. Meetings
 - iv. Change Order Management
 - v. Disputes and Claims
 - vi. Record drawings
 - vii. Progress Payments

- (j) Documentation
 - i. Monthly reporting
 - ii. Final report
- (k) Financial and Cost Control
 - i. Cost control system
 - ii. Change orders
- (l) Schedule Control
 - i. Contractor schedules
 - ii. Milestone dates
 - iii. Liquidated damages/Bonuses
 - iv. Schedule updating
- (m) Safety
 - i. CM's safety plan
 - ii. OCIP coordination

1.6.2 Design Phase Progress Report

During Design Phase Basic Services, CM shall develop and implement a written monthly progress report that provides JWA with information regarding the CM's Deliverables specified above and also complies with Article 2 of the Agreement. CM's progress report shall be part of the CM Scope of Services Status Report and shall be delivered to JWA concurrently with the CM's request for progress payment.

1.6.3 Other Design Phase Services

JWA and CM may agree that it is necessary for CM to perform additional, and directly related, Construction Management services not set forth within this Agreement's scope of services. Upon direction from JWA, CM shall expeditiously proceed to implement the agreed-upon services. If CM believes that a Change Order is appropriate, then it shall submit a written request to the COUNTY to issue a Change Order per Article 4: Changes in Scope of Services.

1.6.3.1 Tenant Meetings

CM shall participate in meetings with JWA, Program Manager, A-E, and their tenants as requested by JWA.

1.6.3.2 Ad-Hoc Meetings

CM shall participate in meetings with JWA, Program Manager, A-E, and other stakeholders as requested by JWA.

2. CONSTRUCTION PHASE BASIC SERVICES

For the services outlined below, JWA expects that the CM will coordinate with trade subcontractors, specialty contractors, and suppliers to capitalize on the local construction experience of these types of firms in order to provide expert advice to the team.

CM shall utilize JWA's Project Management System – Skire Unifier – for the performance of all its services. CM shall utilize and conform to JWA's WBS for the performance of all its services.

2.1 BID AND AWARD PHASE

2.1.1 Bid Schedule

CM shall assist the Program Manager in the development of the bid schedule for the construction contract.

2.1.2 Notice Inviting Bids

CM shall assist the Program Manager in the development of the NIB.

2.1.3 Pre-bid Meeting

CM shall lead the pre-bid meeting, and the site tour, with prospective contractors.

2.1.4 Bidders Questions

CM shall assist JWA and the Program Manager in responding to Contractor questions.

2.1.5 Addendums

CM shall review the addendums if requested by JWA prior to issuance by JWA.

2.1.6 Bid Tabulation and Compliance Review

CM shall tabulate the bids from the bidders and assist the Program Manager with a compliance review for Contractor responsiveness and responsibility verification.

2.1.7 Construction Cost Estimating

CM shall update the Construction Documents cost estimate to include cost impacts resulting from JWA's issuance of addendums. CM shall provide JWA with a written report explaining any variances between its updated cost estimate and the lowest responsible bid. CM shall consult with JWA and the A-E prior to preparing its report. CM shall provide the report within 7 days of its receipt of the actual bid results.

2.1.8 Bid Protest

CM shall assist JWA and the Program Manager with the resolution of any bid protests.

2.1.9 Notice of Award

No action.

2.2 CONSTRUCTION PHASE

2.2.1 Administrative

2.2.1.1 Notice to Proceed

CM shall recommend date and condition of NTP to JWA.

2.2.1.2 Pre-Construction Meeting

CM shall lead the pre-construction meeting with the Contractor and the stakeholders. CM shall coordinate with JWA, Program Manager, Program Controls Manager, and A-E in the development of the agenda for the meeting. CM shall issue meeting minutes within 5 calendar days.

2.2.1.3 Project Risk Plan

CM shall coordinate with the team to update the Project Risk Plan.

2.2.1.4 Construction Phase Progress Reports

In addition to the communication requirements contained in Article 2 of the Agreement, CM shall provide written monthly reports to JWA, Program Manager, and A-E relative to the progress of construction. CM's Progress Report shall be delivered to JWA concurrently with the CM's recommendation to JWA regarding the acceptance of the Contractor's request for progress payment.

Report shall accurately reflect status and issues on the Project and contain, at a minimum, the following discussions and updates in narrative, tabular, and graphical format:

(a) Safety:

- i. Awareness and training conducted
- ii. Lost workday and recordable incidents
- iii. Near miss incidents
- iv. Safety issues and concerns

(b) Cost:

- i. Cost report depicting budget, actual cost, forecast cost to complete, and forecast cost at completion in tabular form
- ii. Issues affecting the cost of the work

(c) Schedule:

- i. Work completed in the previous month and work planned for the next month
- ii. Upcoming milestone events
- iii. Issues affecting progress of the work

(d) Earned Value Analysis:

- i. Percent complete
- ii. Earned Value Metrics based upon a resource-loaded schedule and associated milestone accomplishment disclosed by the Contractor and approved by JWA

- (e) Quality:
 - i. Status and performance of CQC Plan
 - ii. Pre-activity conferences conducted
 - iii. Shop inspection summary
 - iv. Non-conformance reports issued and closed per month in graphical form
- (f) Other Miscellaneous Items:
 - i. Photos, visitor logs, weather, changes, major decisions, etc.

2.2.1.5 Coordination with Other Agencies

CM shall coordinate the construction work with the TSA, Orange County RDMD, OCFA, OCSD, and other stakeholders as appropriate. Coordination is performed on a continuous basis, thereby minimizing disruption and avoiding surprises.

2.2.1.6 Partnering

CM shall assist in the partnering program for the construction team throughout the construction duration.

2.2.1.7 Subcontractor Substitutions

CM shall assist the Program Manager and JWA in the review and processing of Contractor requests for substitution of subcontractors.

2.2.1.8 Contractor Correspondence

CM shall correspond with the Contractor in writing, or followed up in writing, as needed to provide direction and to document the Project.

2.2.1.9 Notification

CM shall coordinate notification of construction work with JWA between its tenants, other agencies, and other stakeholders.

2.2.1.10 Environmental Mitigation

CM shall verify Contractor compliance with all environmental mitigation measures required by the JWA Environmental Impact Report for the Project.

2.2.1.11 As-Built Drawings

CM shall verify, on a monthly basis at a minimum, that the Contractor is maintaining as-built drawings and that the as-built drawings contain current as-built information.

2.2.1.12 Utility Connections

CM shall coordinate utility connections with the Contractor, appropriate utilities, and JWA.

2.2.1.13 Contractor Performance

CM shall provide an objective written evaluation of the performance of the Contractor to JWA during the course of construction and at the completion of construction.

2.2.1.14 Liaison

CM shall serve as a liaison between the Contractor and JWA. In addition, CM shall serve as a liaison between JWA's tenants, JWA Operations, Facilities Maintenance, and Facilities Department. Coordination is performed on a continuous basis, thereby minimizing disruption and avoiding surprises.

2.2.1.15 Airport Operations

CM shall manage construction document requirements such that the Contractor does not interfere with the operation of the Airport at any time, without specific approval by JWA, and that planned impacts to JWA, JWA's tenants, and the traveling public is minimized. Coordination is performed on a continuous basis, thereby minimizing disruption and avoiding surprises.

2.2.1.16 Communication

Notwithstanding the reporting requirements outlined above, CM shall communicate progress, potential impacts to cost and schedule, safety, and quality items to JWA continuously and in accordance with Article 2 of the Agreement.

2.2.1.17 Records

CM shall maintain orderly files of all records produced using the JWA Skire Unifier Project Document Management System.

2.2.2 Quality**2.2.2.1 Contractor Quality Control Plan**

CM shall review and recommend approval/rejection of the Contractor's QC Plan. CM shall respond to the Contractor within the time requirements of Section 5 of the Agreement.

2.2.2.2 Material Submittals

CM shall manage the construction material submittal process to review the submittal for conformance to the requirements of the construction documents, oversee that submittals are transmitted to the A-E timely, and to oversee that the A-E reviews the submittals timely per the contract requirements. CM shall review submittals for compliance with the contract prior to transmittal to the A-E. CM shall not allow construction to proceed without approved material submittals. CM shall manage the process according to Section 5 of the Agreement, "Time of Performance."

2.2.2.3 Deferred Permit Submittals

CM shall manage the construction material deferred permit submittal process to verify that deferred permit submittals are transmitted to the A-E and the COUNTY timely, verify that the A-E reviews the submittals timely per the contract requirements, and verify that the COUNTY review is timely.

2.2.2.4 Material/Equipment Substitutions

CM shall manage the processing of material/equipment substitutions between the Contractor and the A-E. CM shall review substitution requests for

compliance with the contract prior to transmittal to the A-E. CM shall coordinate with JWA and other affected stakeholders.

2.2.2.5 Requests for Information (RFI)

CM shall manage the timely processing of RFIs that will consist of, but not be limited to, reviewing RFIs for validity and transmission to the A-E, reviewing RFI responses for clear instruction to the Contractor, and inspecting the construction work for compliance with directions provided in the RFI response. CM shall provide RFI responses regarding questions concerning the terms and conditions of the contract and Division 1. CM shall manage the process according to Section 5 of the Agreement, "Time of Performance."

2.2.2.6 Construction Quality Assurance

Contractor will provide construction quality control for the compliance of its work with the requirements of the Construction Documents. CM shall provide construction quality assurance services (QA management and construction inspection) to oversee the adequacy of the CQC Program and shall include the following:

- (a) CM shall assure that all work and materials are in conformance with the Construction Documents and with all RFI responses.
- (b) CM shall upload daily construction inspection reports into the Skire Unifier System on a daily basis.
- (c) CM shall provide weekly FAA construction inspection and progress reports to JWA within 5 calendar days following the week in which the work was performed.
- (d) CM shall provide construction QA services to oversee the CQC Program for offsite fabrication.
- (e) CM shall address Quality issues during weekly meetings with the Contractor. CM shall issue meeting minutes within 5 calendar days.
- (f) Construction Inspectors shall be IBC-certified inspectors for each type of construction work that they are inspecting.
- (g) CM's QA program shall be effective in the identification and resolution of quality items.

2.2.2.7 Offsite Fabrication Inspection

CM shall provide construction QA services to oversee the CQC Program for offsite fabrication. CM shall inspect the work at all times and verify that all work and materials are in conformance with the Construction Documents.

Construction Inspectors shall be IBC-certified inspectors for each type of construction work that they are inspecting.

2.2.2.8 Quality Meetings

CM shall conduct weekly quality meetings to oversee the Contractors' quality control program. CM shall issue meeting minutes within 5 calendar days.

2.2.2.9 Non-Conformance Reporting

CM shall issue non-conformance reports to the Contractor for failure to comply with the requirements of the Contract.

2.2.2.10 Material Testing and Special Inspection

CM shall direct and manage the work of the independent material testing and special inspection firm that is under separate contract to JWA.

2.2.2.11 Verification of Testing

CM shall verify that all tests and inspections required by the Construction Documents, whether by CM, Contractor, Material Testing Firm, or others, are performed and the results are documented.

2.2.2.12 A-E Construction Observation

CM shall coordinate A-E visits to the Project in order for A-E to meet contractual and code requirements regarding A-E construction observation. A-E will provide written comments to JWA, Program Manager, and CM. CM will coordinate resolution of issues identified by the A-E with the Contractor and others as may be appropriate.

2.2.3 Cost**2.2.3.1 Contractor Progress Payments**

CM shall review and verify Contractor requests for progress payments, and recommend approval to JWA. Processing of Contractor Progress Payments shall be in accordance with the time of performance requirements of Section 5 of the Agreement.

2.2.3.2 Bulletins

CM shall coordinate the timely processing of Bulletins to avoid any delays to construction progress. CM shall provide estimated cost and schedule impacts resulting from proposed Bulletins to JWA prior to their issuance.

2.2.3.3 Unknown Site Conditions

CM shall comply with all requirements of the construction documents regarding the management of unknown site conditions. Once unknown site conditions are encountered, CM shall immediately communicate with JWA, Program Manager, and A-E.

2.2.3.4 Contractor Submitted Value Engineering Proposals

CM shall manage the processing of Contractor-submitted value engineering proposals between the Contractor and the A-E, and review such proposals for compliance with the contract prior to transmittal to the A-E. CM shall coordinate with JWA and other affected stakeholders, as appropriate.

2.2.3.5 Time and Materials Work

CM shall monitor and report on Contractor utilization of labor, materials, and equipment during time and materials work.

CM shall reconcile work performed on time and materials change order work with the Contractor on a daily basis in accordance with Section 5 of the Agreement.

2.2.3.6 Change Orders

CM shall review and verify Contractor requests for change orders for merit and amount. CM may seek input from the A-E in order to assist in the determination of merit and amount. CM shall participate in the negotiation of change orders with the Contractor and JWA. CM shall process PCOs through the JWA Skire Unifier System in order to forecast the adjusted contract sum at completion (the EAC). In addition, CM shall process change order requests and change orders through the JWA Skire Unifier System. CM shall process change order-related information according to the time of performance requirements set forth in Section 5 of the Agreement.

2.2.3.7 Claims and Disputes

CM shall resolve claims at the lowest levels in the organization as a priority. For claims that cannot be resolved, CM shall provide JWA management with all supporting documentation from the Contractor, CM analysis, options, and recommendation for acceptance, or total or partial rejection of the claim.

2.2.4 Schedule

2.2.4.1 Construction Progress Meetings

CM shall conduct weekly construction progress meeting with the Contractor to review the status and forecast schedule for the construction work. CM shall include all appropriate stakeholders including, but not limited to, the A-E, and their subcontractors, if necessary. CM shall issue meeting minutes within 5 calendar days.

2.2.4.2 Schedule Review

CM shall review the Contractors' schedules for compliance with the contract requirements for reasonability, logic, durations, etc. CM shall review and respond to Contractor schedule submissions according to the time of performance requirements in Section 5 of the Agreement.

2.2.4.3 Schedule Compliance

CM shall monitor Contractor schedule compliance. CM shall be alert to interim milestone dates, the completion date, and conditions that may cause delay to the completion of the work. CM shall identify schedule issues proactively, not reactively. CM shall manage the process to require recovery schedules when the Contractor falls behind the plan.

2.2.4.4 Time Extension Requests

CM shall review, verify, and recommend approval/rejection of Contractor requests for time extension for merit and quantum. CM shall participate in the negotiation of time extension requests with the Contractor and JWA. CM shall process change orders for time through the JWA Skire Unifier System.

2.2.4.5 Digital Image Photographs

CM shall digitally photograph the work on an ongoing and regular basis in order to record progress of work, construction issues, etc. CM shall file and organize digital images electronically on the JWA network. Note that professional photography of the Project will be accomplished by JWA independently from the day-to-day photography described above.

2.2.5 Safety and Security**2.2.5.1** Safety Plan

CM shall review and recommend approval/rejection of the Contractor's Safety Plan according to the time of performance requirements in Section 5 of the Agreement.

2.2.5.2 Pre-Construction Conference

CM shall conduct a safety pre-construction meeting with the Contractor.

2.2.5.3 Safety Meetings

CM shall conduct weekly safety meetings with the Contractor and include all appropriate stakeholders.

2.2.5.4 Pre-Activity Meetings

CM shall attend pre-activity meetings that are managed by the Contractor.

2.2.5.5 Site Safety Meetings

CM shall routinely attend Contractors' site safety meetings as appropriate.

2.2.5.6 OCIP Coordination

CM shall coordinate all safety matters with the OCIP broker.

2.2.5.7 Safety Oversight

CM shall provide oversight of the Contractor's Safety Program.

2.2.5.8 Non-conformance Reports

CM shall issue non-conformance reports to the Contractor for failure to comply with the requirements of the Contract or the Codes.

2.2.5.9 Reporting

CM shall manage safety reporting, including:

- (a) Assisting JWA in obtaining information from the Contractor regarding OCIP requirements
- (b) Investigating and reporting all actual and near-miss incidents immediately

2.2.5.10 Emergency Response

CM shall coordinate with the Contractor, OCFA, JWA, Program Manager, and others to develop an emergency response plan.

2.2.5.11 Security Plan

CM shall review and provide comments to JWA regarding acceptability of Contractor's security plan.

2.2.5.12 Site Safety

In connection with the performance of its services, CM shall take all necessary precautions for the safety of its employees and shall comply with all applicable laws and regulations pertaining to occupational safety and health at the Project site.

CM shall also cause its subcontractors and agents to comply with all applicable laws and regulations pertaining to occupational safety at the Project site.

2.3 OTHER CONSTRUCTION PHASE SERVICES**2.3.1 General**

JWA and CM may agree that it is necessary for CM to perform additional, and directly related, Construction Management services not set forth within this Agreement's scope of services. Upon direction from JWA, CM shall expeditiously proceed to implement the services. If CM believes that a Change Order is appropriate, then it shall submit a written request to the COUNTY to issue a Change Order per Article 4: Changes in Scope of Services.

2.3.2 Ad-Hoc Meetings

CM shall participate in meetings with JWA, Program Manager, A-E, and other stakeholders as requested by JWA.

2.4 COMMISSIONING PHASE**2.4.1 Commissioning Services**

Commissioning services will be performed by JWA. CM shall coordinate the commissioning work of the Contractor(s) with JWA, the A-E, and the Program Manager.

2.4.2 Other Commissioning Phase Services

JWA and CM may agree that it is necessary for CM to perform additional, and directly related, Construction Management services not set forth within this Agreement's scope of services. Upon direction from JWA, CM shall expeditiously proceed to implement the services. If CM believes that a Change Order is appropriate, then it shall submit a written request to the COUNTY to issue a Change Order per Article 4: Changes in Scope of Services.

2.5 CLOSEOUT PHASE

2.5.1 Punchlists

In collaboration with JWA, the A-E, the Program Manager, and other stakeholders, CM shall develop punchlists for Contractor correction of quality issues. CM shall issue punchlists in accordance with the time of performance requirements of Section 5 of the Agreement.

2.5.2 Substantial Completion

CM shall make a recommendation to JWA for accepting substantial completion of the Project.

2.5.3 Certificates of Occupancy

CM shall coordinate with the Contractor, JWA, and COUNTY to obtain temporary and final certificates of occupancy. Certificates of Occupancy shall remain the primary responsibility of the Contractor.

2.5.4 Liquidated Damages and Incentives

CM shall make a recommendation to JWA for the assessment of liquidated damages or payment of incentives. CM manages Project documentation to support JWA's assessment of liquidated damages or the payment of incentives (if any).

2.5.5 Spare Parts and Attic Stock

CM shall coordinate receipt and acceptance of spare parts and attic stock between the Contractor and Facilities Maintenance.

2.5.6 As-Built Drawings

CM shall verify receipt and accuracy of the as-built drawings prior to submission to JWA.

2.5.7 O&M Manuals

CM shall manage the O&M submittal process to review the submittal for general conformance to the requirements of the construction documents, verify that submittals are transmitted timely to the A-E, and oversee that the A-E reviews the submittals timely per the contract requirements. CM shall review submittals for general compliance with the contract prior to transmittal to the A-E. CM shall manage the process according to Section 5 of the Agreement, "Time of Performance," as for material submittals.

2.5.8 Final Completion

CM shall make a recommendation to JWA for accepting final completion of the Project.

2.5.9 Lessons Learned

CM shall participate in developing a lessons-learned document for the Project.

2.5.10 Contractor Final Payment

CM shall recommend final Contractor payment to JWA once all contractual requirements have been satisfied.

2.5.11 Final Construction Report

CM shall submit a final report on the construction program.

2.6 OTHER CLOSEOUT PHASE SERVICES

JWA and CM may agree that it is necessary for CM to perform additional, and directly related, Construction Management services not set forth within this Agreement's scope of services. Upon direction from JWA, CM shall expeditiously proceed to implement the services. If CM believes that a Change Order is appropriate, then it shall submit a written request to the COUNTY to issue a Change Order per Article 4: Changes in Scope of Services.

3. SERVICES NOT INCLUDED

The following services are not included:

- (a) Testing and Special Inspection
- (b) Site Surveying
- (c) Hazardous Materials Surveys
- (d) Geophysical Investigation
- (e) Geotechnical Investigation
- (f) Design Services
- (g) Commissioning Services
- (h) Purchasing Services
- (i) Construction Work
- (j) Outreach Services
- (k) Public Relations Services
- (l) Partnering Services
- (m) Labor Compliance
- (n) Legal

Revised EXHIBIT B

HOURLY LABOR RATES

Hourly Labor Rates

No.	Description	Hourly Labor Rates
1	Principal in Charge	175.00
2	Project Director	147.00
3	Construction Manager	133.90
4	Project Manager – Parking Structure C	126.90
5	Project Manager – Central Plant	175.00
6	Project Engineer – Central Plant	72.00
7	Safety Manager	135.00
8	Vice President, Estimating & Preconstruction	147.00
9	Estimator	135.00
10	Scheduler	125.00
11	Construction Specialist	141.00
12	Architectural Project Manager	135.00
13	Senior Vice President, Risk Management/Loss Control	150.00
14	QA/QC Manager	131.90
15	QC Inspector - Structural	120.00
16	QC Inspector – Structural (O/T)	162.00
17	QC Inspector – Structural (Sat>4/Sunday O/T)	204.00
18	QC Inspector - Civil	120.00
19	QC Inspector – Civil (O/T)	162.00
20	QC Inspector – Civil (Sat>4/Sunday O/T)	204.00
21	QC Inspector – Mechanical	120.00
22	QC Inspector – Mechanical (O/T)	162.00
23	QC Inspector – Mechanical (Sat>4/Sunday O/T)	204.00
24	QC Inspector - Electrical	120.00
25	QC Inspector – Electrical (O/T)	162.00
26	QC Inspector – Electrical (Sat>4/Sunday O/T)	204.00
27	Field Office Administrator	49.00