

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**JOHN WAYNE AIRPORT  
AGREEMENT FOR  
CAPITAL IMPROVEMENT PROGRAM (CIP)  
PROJECT MANAGEMENT SERVICES**

PROJECT: CIP PROJECT MANAGEMENT SERVICES

PROJECT NO: 281-281-4200-P101

THIS AGREEMENT (the "Agreement"), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2013, between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Faithful+Gould, Inc., hereinafter referred to as "PROJECT MANAGER". This Agreement will be administered by the Director of John Wayne Airport or his designee, herein after referred to as ("JWA").

**WITNESSETH:**

IT IS MUTUALLY AGREED between the parties hereto that:

**1. TERM OF AGREEMENT**

The "Term" of this Agreement shall commence on execution. The PROJECT MANAGER 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. This Agreement shall expire three years from execution, at 11:59 p.m., unless such Term is extended, terminated or otherwise modified as provided in this Agreement.

The COUNTY may, at its sole option, extend the Term of this Agreement by an additional year at a time, or any portion of a year, up to a maximum of two years, by giving PROJECT MANAGER a thirty-day notice of such an extension. In the event the COUNTY extends the Term of this Agreement such extended period(s) shall become and be deemed a part of the Term of this Agreement.

**2. PROJECT MANAGEMENT SCOPE OF SERVICES**

- A. The PROJECT MANAGER shall perform in a competent and professional manner those tasks and duties set forth in the attached Scope of Services for Project No. 281-281-4200-P101, ("Project") which is incorporated into this Agreement as Appendix 1.
- B. The PROJECT MANAGER shall comply with all applicable COUNTY procedures, guidelines, and rules pertaining to the management of architectural and engineering, construction management, and construction contracts, including, but not limited to the COUNTY's Contract Policy Manual. The PROJECT

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

MANAGER shall fully familiarize itself with all contracts they are tasked with managing. PROJECT MANAGER shall enforce all contractual requirements.

- C. The PROJECT MANAGER is not authorized to amend any COUNTY contracts which it is assigned to manage. COUNTY contracts may only be amended by written change order first approved by JWA.
- D. The PROJECT MANAGER's duties shall include the review, verification and recommendation for payment of pay requests submitted by all architectural, engineering, design and construction contractors within the Scope of Services. The PROJECT MANAGER shall review and verify that any such pay requests are accurate and in compliance with the applicable contract and COUNTY and JWA requirements. PROJECT MANAGER's recommendation of a pay request shall represent that PROJECT MANAGER has reviewed the work, products or services for that pay request, and that the work, products or services for that pay request have been completed in a good and workmanlike manner and in compliance with the contract. The PROJECT MANAGER shall promptly inform JWA, in writing, of any discovered work, products or services which have not been performed in compliance with the contract. The PROJECT MANAGER shall recommend the appropriate payment for each pay request based on the PROJECT MANAGER's review.
- E. The PROJECT MANAGER's verification of pay requests shall include all documents necessary to support and justify the PROJECT MANAGER's recommendations for payment. Such documentation shall include updated cost-loaded schedules and/or other applicable schedule formats as defined in contractors' agreements with COUNTY, independent cost estimates, photos of completed work, delivery tickets, and purchase orders. PROJECT MANAGER is responsible for assuring that project files contain all documentation necessary to justify payments prior to recommending payment. Electronic copies of documents shall be maintained in JWA's electronic Project Document Management System, Oracle Primavera Unifier ("Unifier"), with the appropriate system security applied.
- F. The PROJECT MANAGER shall make recommendations on any requests for extension of time by contractors. Such time extension requests, if approved by JWA, shall result in the issuance of a Revised Baseline Schedule in accordance with the terms defined in contractors' agreements with COUNTY, and Revised Baseline Schedule must be approved by the PROJECT MANAGER. PROJECT MANAGER shall procure and maintain all documentation necessary to justify PROJECT MANAGER's recommendations on requests for extension of time. Electronic copies of documents shall be maintained in Unifier with the appropriate system security applied.
- G. For Final Payments on construction contracts to be released the Value of the work in place as shown on the Current Contract Schedule must equal the Current

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

Contract Value, being the sum of the original contract and any Change Orders approved by COUNTY. All standard COUNTY provisions for release of final payment and any special provisions called for in the contactors' contract with COUNTY must also be met.

### **3. COMPENSATION FOR SERVICES**

#### **A. Maximum Not-To-Exceed Compensation and Reimbursable Expenses**

COUNTY shall pay to PROJECT MANAGER for performance of this Agreement on a time and material basis a not-to-exceed amount of \$750,000, which includes \$3,000 for approved reimbursable expenses, for PROJECT MANAGER's approved work in accordance with the Scope of Services and approved reimbursable expenses. PROJECT MANAGER shall only be entitled to payment for work as directed by COUNTY and completed by PROJECT MANAGER within its Scope of Services as set forth in Appendix 1. In no event shall PROJECT MANAGER be entitled to compensation and reimbursement that would result in the total payment by the COUNTY under this Agreement exceeding \$750,000 unless change order(s) or amendment(s) to this agreement have been approved by COUNTY, pursuant to Paragraph 4, Changes in Scope of Services.

In the event the PROJECT MANAGER would be entitled to additional compensation except for the limitation of the not-to-exceed amount stated in this section as may be amended, PROJECT MANAGER shall not be obligated to perform additional services until a change in compensation is approved by COUNTY increasing the not-to-exceed amount.

#### **B. Rates for PROJECT MANAGER's Personnel**

COUNTY agrees to compensate PROJECT MANAGER for services performed by its personnel based on the hourly rates set forth in Appendix 2 for each Job Classification. The hourly rate for each job classification represents the maximum rate for that job classification. However, the COUNTY reserves the right to negotiate with PROJECT MANAGER a lower rate for any given job classification based on the qualifications of the candidate being considered for that job classification.

#### **C. Hourly Rate Adjustment**

PROJECT MANAGER's personnel hourly rates as listed in Appendix 2 shall remain the same each year for the term of the contract. The contract does not provide for annual cost of living adjustments.

#### **D. Location of Work**

PROJECT MANAGER shall perform all services at a location to be determined by JWA. If PROJECT MANAGER's personnel are assigned to work on County premises, JWA will make available for use by PROJECT MANAGER office

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

space, furniture, fixtures, equipment, land-line telephones, and supplies, as necessary, to perform PROJECT MANAGER services required herein. All PROJECT MANAGER's personnel who will be working on COUNTY premises and using the COUNTY's information network shall each sign the COUNTY's Information Technology Usage Policy.

**E. Reimbursable Expenses:**

PROJECT MANAGER shall be entitled to reimbursement for the following Reimbursable Expenses. No other expenses shall be reimbursed without prior written authorization of the COUNTY:

- 1) The actual costs of special equipment to be rented, leased or purchased by PROJECT MANAGER for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by JWA. All special equipment purchased by PROJECT MANAGER shall become the property of JWA at the termination of this Agreement.
- 2) The actual cost of third-party project management tools and software recommended by PROJECT MANAGER and approved in writing by JWA. Project management tools and software costs to include, but not limited to, purchase, lease, maintenance, external web hosting when appropriate, and server applications for multiple users to be specified by JWA.
- 3) Reproduction expenses paid to outside vendors, to the extent such vendors and reproduction rates have been approved by JWA.
- 4) Other actual costs and/or payments specifically approved and authorized in writing by JWA and actually incurred by PROJECT MANAGER in performance of this Agreement.
- 5) Travel costs shall be reimbursed only if approved in advance in writing by JWA and are subject to the following restrictions:
  - a) Alcohol of any type will not be reimbursed
  - b) Dry cleaning will not be reimbursed
  - c) Hotel movies will not be reimbursed
  - d) Valet parking is reimbursable only if no other parking option is available.
  - e) Meals will be reimbursed for personnel on authorized business travel only at a flat per diem rate of \$60 per day.
  - f) Air travel is reimbursed at the fare for "Coach Class" seating. "Business Class" or "First Class" fares will not be reimbursed.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

- 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. Mileage between the PROJECT MANAGER's "Home Based" office location and JWA, as well as mileage within JWA's property, will not be reimbursed.
- k) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- l) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

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

**F. Labor Cost Projections and Cost Control**

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

On a quarterly basis, or more frequently as COUNTY may consider appropriate, PROJECT MANAGER shall submit to JWA its personnel's labor hours and costs expenditures for the previous quarter and projections for the coming quarter, and shall report potential variances, if any, in expenditures and productivity which

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

may result in the exhaustion of funds in the Agreement prior to its term expiration. PROJECT MANAGER shall promptly submit a request for change order or amendment for JWA's review if PROJECT MANAGER becomes aware of conditions or circumstances that may warrant a change in Scope of Services, or which may cause labor productivity and/or expenditures to vary measurably.

**G. Request for Payment**

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

Each Request for Payment shall be accompanied by:

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

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

**4. CHANGES IN SCOPE OF SERVICES**

The COUNTY may at any time direct any amendments or changes in work in the Scope of Services under this Agreement, including any reductions in the Project Management Scope of Services. If COUNTY desires a change in the services, a written change order shall be issued by COUNTY. The written change order shall set forth the nature of the change. Within a reasonable time as to allow COUNTY sufficient time for the review, analysis, processing, and issuance of written change order(s) or amendments(s), the PROJECT MANAGER shall present to COUNTY a detailed request for change in compensation or other conditions from what is set forth in this Agreement, if any. Upon receipt, COUNTY may reject PROJECT MANAGER's request for change, propose a revision to the requested change, or approve such change as requested by the PROJECT MANAGER.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

If PROJECT MANAGER believes that a change in the Scope of Services is appropriate, it may submit a written request to the COUNTY to issue a change order or amendment. Such a request shall include the proposed change in the Scope of Services as well as any proposed change in compensation associated with the proposed changes in the work. COUNTY may utilize the same options in response to PROJECT MANAGER's request for change as stated hereinabove.

All changes to the Scope of Services shall be approved in accordance with the current version of the COUNTY's Contract Policy Manual. If changes to the Scope of Services cause an increase in compensation, such increase in compensation shall be based on the terms of this Agreement.

**5. CONFLICTS AND DISCLOSURES**

The PROJECT MANAGER and its personnel shall not accept any gifts or gratuities from any contractors which it is assigned to manage. PROJECT MANAGER and its personnel shall not procure or accept any services, products or materials from any contractors which PROJECT MANAGER is assigned to manage or oversee, without immediate disclosure to COUNTY.

PROJECT MANAGER shall immediately advise JWA in writing of any contracts between PROJECT MANAGER and any contractors, architect-engineers, or other vendors and service providers it has been assigned to manage. This disclosure applies to prime contracts and/or Joint Venture agreements that the PROJECT MANAGER has with all the assigned contractors. This disclosure shall be in addition to any other disclosures required by law or the California Political Reform Act (Government Code Section 87200, et. seq.). PROJECT MANAGER shall, upon request by JWA, provide JWA with copies of contracts between PROJECT MANAGER and contractors it has been assigned to manage.

**6. PROJECT MANAGER'S PERSONNEL**

A. Assigning Personnel: Throughout the term of this Agreement, the PROJECT MANAGER shall provide those personnel qualified to perform the required Scope of Services upon the CIP Projects assigned to PROJECT MANAGER. Upon request by COUNTY, PROJECT MANAGER shall submit a staff authorization request for proposed personnel and for a given job classification, upon which COUNTY will render a decision on whether the proposed personnel meets the qualifications sought under the Agreement.

PROJECT MANAGER shall also provide such fully-qualified administrative, managerial, clerical, secretarial and other support personnel as are necessary, and approved by JWA. PROJECT MANAGER shall furnish the necessary personnel to complete the services on a timely basis in accordance with the requirements for any given Project. PROJECT MANAGER shall have the authority to commit PROJECT MANAGER's resources as needed and as requested by JWA.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

PROJECT MANAGER shall not bill the COUNTY for the services of any personnel not assigned to the Project without the COUNTY's prior written approval of the person by name and the person's specific hourly billing rate.

- B. Assigned Personnel: Reassignment of PROJECT MANAGER's personnel requires prior written consent by JWA. PROJECT MANAGER shall not be entitled to compensation for personnel who are removed from the project or the individuals who replace them without the written consent of JWA.
- C. Removal of personnel at COUNTY's Discretion: COUNTY may, at its sole discretion, require PROJECT MANAGER to remove from the Project any of its personnel assigned to the performance of the Scope of Services. PROJECT MANAGER shall remove such person(s) from the Project promptly after request from JWA. The PROJECT MANAGER shall make its best efforts to replace any person so removed within seven (7) days with a person of like qualifications acceptable to COUNTY. Alterations to PROJECT MANAGER's staff at COUNTY's or JWA's request do not constitute changes to the SCOPE OF SERVICES.
- D. Qualifications/Licensing: PROJECT MANAGER represents that all personnel provided under this Agreement are fully qualified for the offices or positions to which they are assigned, and that they meet or exceed the qualifications for their positions.

PROJECT MANAGER 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. PROJECT MANAGER shall promptly inform COUNTY of any lapse of license, investigation, or disciplinary action against PROJECT MANAGER, its employees, or its subcontractors on this project.

- E. Organization/Assignments: Within thirty days of the execution of this Agreement, PROJECT MANAGER shall prepare and submit to JWA an organizational chart detailing PROJECT MANAGER's Project activities by employee name, job title, and organizational unit, and showing lines of command and responsibility. PROJECT MANAGER shall update the organizational chart to show any proposed changes at least 30 days, or sooner if JWA deems necessary, prior to the change taking effect, and shall submit the updated chart to JWA.
- F. List of Employees: PROJECT MANAGER shall also provide JWA with a list of employees on the Project on a monthly basis, including their names, job titles and assignments, rates, and listing any employees whose services on the project have ceased in the prior month and the reason therefore. PROJECT MANAGER shall submit this list with each monthly pay request. COUNTY reserves the right to withhold payment from PROJECT MANAGER's pay requests until such information is submitted.



**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

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

**7. EMPLOYMENT ELIGIBILITY VERIFICATION**

The PROJECT MANAGER warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The PROJECT MANAGER shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The PROJECT MANAGER shall retain all such documentation for all covered employees for the period prescribed by the law. The PROJECT MANAGER shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the PROJECT MANAGER or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**8. OWNERSHIP OF DOCUMENTS**

All documents in all forms and media pertaining to PROJECT MANAGER's Scope of Services shall be and remain the property of COUNTY, without any additional cost to COUNTY. However, PROJECT MANAGER does not accept responsibility for COUNTY's use of its work under this Agreement for other projects.

**9. CONFIDENTIALITY**

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to PROJECT MANAGER in connection with the performance of this Agreement shall be held confidential by PROJECT MANAGER and/or anyone acting under the supervision of PROJECT MANAGER and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Appendix 1, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

Nothing furnished to PROJECT MANAGER which is generally known among counties in Southern California shall be deemed confidential.

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

**10. PUBLICATION**

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

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

**11. SUBCONTRACTORS**

The retention of any subcontractor by the PROJECT MANAGER shall be approved in writing by the COUNTY. PROJECT MANAGER shall submit the proposed subcontractor's contract to COUNTY for its review. PROJECT MANAGER shall ensure that the contract for each of its subcontractors providing services on this Project contain the requirements set forth in the following paragraphs of this contract: Accounting Records/Audit; Nondiscrimination; and County of Orange Child Support Enforcement.

**12. RIGHT TO OFFSET**

COUNTY, without waiver or limitation of any of its rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by COUNTY to PROJECT MANAGER in connection with this Agreement, any and all amounts owed by PROJECT MANAGER to COUNTY in connection with this Agreement.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

COUNTY will provide PROJECT MANAGER with written notice including justifications of amounts withheld.

**13. 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 PROJECT MANAGER promptly of any product or service that will be affected by a shortage of funds and shall make its best efforts to notify PROJECT MANAGER prior to the PROJECT MANAGER's commitment or expenditure 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 paragraph.

**14. TERMINATION FOR CONVENIENCE**

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

**15. TERMINATION FOR DEFAULT**

Notwithstanding any other provision of this Agreement, if PROJECT MANAGER fails to perform any of its obligations under this Agreement, COUNTY may, without prejudice to any other rights or remedies it may have, cause further payment to be held in abeyance, and/or may terminate this Agreement by giving written notice to PROJECT MANAGER specifying the cause and the date of termination.

In the event of such termination, COUNTY shall pay PROJECT MANAGER for the portion of services performed up to the date of termination, including reimbursable expenses incurred up to that time, less any sums as may be withheld by COUNTY in its sole discretion to cover all costs, claims, damages or losses incurred by COUNTY or likely to be incurred as a result of or in connection with PROJECT MANAGER's failure to perform. The COUNTY may set off against and deduct from any amounts

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

payable to PROJECT MANAGER all damages suffered by COUNTY due to any such default and failure to perform by PROJECT MANAGER. If COUNTY has, as of the date of the termination of this Agreement, already paid PROJECT MANAGER an amount which exceeds the amount which may be due to PROJECT MANAGER, PROJECT MANAGER shall refund to COUNTY the excess amount promptly after notice from COUNTY.

If the sum of the total cost to COUNTY of completing the services plus amounts previously paid to PROJECT MANAGER exceeds the total amount the COUNTY would have paid to PROJECT MANAGER under this Agreement for the completed services, the PROJECT MANAGER shall promptly pay the difference to COUNTY.

Under no circumstances will PROJECT MANAGER be entitled to anticipatory or unearned profits or special damages as a result of a termination of this Agreement.

**16. OBLIGATIONS UPON TERMINATION**

In the event of termination for convenience or for default, the PROJECT MANAGER shall immediately stop services in accordance with the notice and comply with any other direction as may be specified in the notice or as subsequently provided by COUNTY. PROJECT MANAGER shall insert in any contract with a subcontractor that the subcontractor shall stop services 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, PROJECT MANAGER shall turn over to COUNTY all finished and unfinished reports and other written services of any kind or quality prepared or generated in connection with the services under this Agreement, including providing copies on computer disks or other applicable media of all such services or materials that were prepared in electronic or digital form.

Upon termination, PROJECT MANAGER shall immediately advise COUNTY of all outstanding agreements, subcontracts, rental agreements, and purchase orders which PROJECT MANAGER has with others pertaining to performance of the services, and shall furnish COUNTY with complete copies thereof. Upon request by COUNTY, PROJECT MANAGER shall assign to COUNTY, in form and content satisfactory to COUNTY, PROJECT MANAGER's title to materials and equipment for the services and all its interest in any agreements, subcontracts, rental agreements, and purchase orders designated by COUNTY. PROJECT MANAGER shall include provisions in all of its subcontracts, rental agreements, purchase orders, and other agreements related to its services 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.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**17. SUSPENSION OF SERVICES**

**A. COUNTY's Options**

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

Upon the request of COUNTY, PROJECT MANAGER shall promptly deliver to COUNTY copies of outstanding purchase orders, agreements, and subcontracts of PROJECT MANAGER for materials, equipment, and services for the services, 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 services as to all or part of the suspended services by written, verbal, or facsimile notice to PROJECT MANAGER specifying the effective date and scope of withdrawal, and PROJECT MANAGER shall resume diligent performance of the services for which the suspension is withdrawn on the specified effective date of withdrawal.

**B. No Agreement Modification**

No suspension or withdrawal of suspension shall entitle PROJECT MANAGER to any prospective profits or other losses or damages of any kind resulting from such suspension or withdrawal of suspension. However PROJECT MANAGER shall be entitled to actual demobilization costs arising directly out of the suspension or withdrawal of suspension.

Furthermore, no damages, compensation, or claims shall be payable or owing by COUNTY to PROJECT MANAGER for any interruption or cessation of PROJECT MANAGER's business, or loss of income arising from any suspension or withdrawal of suspension.

**18. REVIEW OF PROJECT DOCUMENTS AND FIELD CONDITIONS BY PROJECT MANAGER**

PROJECT MANAGER represents and agrees that it will review and become fully informed as to the state of any existing drawings, specifications and studies for work on the CIP Project, that PROJECT MANAGER will visit the job site and examine the actual job conditions and limitations of the Project, and that PROJECT MANAGER will obtain information sufficient to allow it to proceed with the Project Management Scope of Services described herein. PROJECT MANAGER is and will be relying

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. PROJECT MANAGER shall advise COUNTY of any need for securing any tests, analyses, studies, reports, or services in connection with assigned work and the management thereof. Except as expressly set forth in this Agreement, COUNTY is not making and has not made any warranty or representation with respect to site conditions or limitations.

**19. ACCOUNTING RECORDS/AUDIT**

PROJECT MANAGER shall keep accurate accounting records of time and expenditures, and records shall be available for inspection and audit by COUNTY or its authorized representatives and/or agents, or by another appropriate governmental office, at all reasonable times, for a period of four (4) years after the final payment under the Agreement. PROJECT MANAGER represents and agrees that failure by PROJECT MANAGER to maintain such records in compliance with this paragraph precludes PROJECT MANAGER from maintaining any request or claim for compensation from or against COUNTY for any time periods for which such records were not kept, and constitutes a waiver by PROJECT MANAGER of any such claim(s) against COUNTY for such time period(s).

The COUNTY shall have the right to audit PROJECT MANAGER's subcontractors, and vendors providing services on this project. PROJECT MANAGER shall include in its agreements with its subcontractors and sub-consultants an audit provision that provides the COUNTY with the right to audit their records as set forth herein.

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

**20. ASSIGNMENT**

PROJECT MANAGER shall not assign any right, nor delegate any duty, under this Agreement, or any portion thereof, without the written consent of COUNTY. Any attempted assignment or delegation without COUNTY's prior written consent shall be void.

**21. 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.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**22. NO WAIVER BY COUNTY**

In the event the COUNTY does not insist upon strict performance by PROJECT MANAGER or does not exercise any 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 or options on any future occasion.

**23. INDEMNITY**

To the fullest extent permitted by law, the PROJECT MANAGER shall defend with counsel approved in writing by COUNTY, indemnify, and hold harmless the COUNTY, its officers and employees (collectively referred to as “indemnitees” or individually as “indemnatee”) 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 PROJECT MANAGER. In the event an indemnitee is named as a defendant in any such lawsuit, the PROJECT MANAGER shall, at the request of the COUNTY, represent the indemnitee with qualified counsel approved in writing by the COUNTY.

PROJECT MANAGER’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 PROJECT MANAGER and the COUNTY by a court of competent jurisdiction because of the concurrent negligence of the COUNTY, its officers and employees, and the PROJECT MANAGER, then the PROJECT MANAGER 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 paragraph shall survive the termination or completion of this Agreement.

**24. ERRORS AND OMISSIONS AND NEGLIGENT PERFORMANCE**

In the event of errors or omissions, or negligent performance by the PROJECT MANAGER in the performance of this Agreement which result in damages and costs to COUNTY greater than what would have resulted if there were no such errors or omissions or negligence, any additional damages and costs incurred by the COUNTY, including without limitation direct and consequential damages as a result thereof, shall be borne by the PROJECT MANAGER. Any COUNTY payment to the PROJECT MANAGER shall not be deemed or construed as acceptance or waiver by COUNTY of errors or omissions or negligence by the PROJECT MANAGER.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**25. INSURANCE**

The PROJECT MANAGER 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. PROJECT MANAGER shall ensure that all of its subcontractors at any tier and anyone directly or indirectly employed or otherwise retained by any of them shall obtain insurance subject to the same terms and conditions as set forth herein for PROJECT MANAGER.

**A. Qualified Insurer**

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

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

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

**B. Declare Deductible and Self-Insured Retention**

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

**C. PROJECT MANAGER's Professional Liability Insurance**

PROJECT MANAGER 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 errors and/or omissions in PROJECT MANAGER's services under this Agreement, specifically applicable to all services rendered by PROJECT MANAGER under this Agreement including inspection and construction management. PROJECT MANAGER shall maintain this insurance for a period of two 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 PROJECT MANAGER gives written notice of the claim to the insurer during the policy period.



**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**D. PROJECT MANAGER's Liability Insurance**

PROJECT MANAGER shall purchase broad form comprehensive or commercial 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 PROJECT MANAGER'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 in paragraphs B and C hereinabove, shall be written for the PROJECT MANAGER for the limits of liability specified below, or as required by law, whichever is greater.

<u>Type of Coverage</u>	Limits of Liability
a) Professional Liability Insurance	\$ 1,000,000
b) Workers' Compensation	statutory minimum
c) Employer's Liability Insurance	\$ 1,000,000
d) Comprehensive or Commercial General Liability Insurance	\$ 5,000,000
e) Automobile Liability Insurance (For owned, non-owned, and hired vehicles)	\$ 1,000,000

**F. Endorsement of COUNTY's Interest**

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

- 1) PROJECT MANAGER's Worker's Compensation, Comprehensive or Commercial 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 nonrenewed until after 30 days' written notice has been given to John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California 92626, and the County of Orange, Risk Management, P.O. Box 327, Santa Ana, California 92702."
- 2) PROJECT MANAGER's professional liability insurance policy shall contain the following endorsement: "This insurance shall not be canceled, reduced,

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

or limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California 92626, and the County of Orange, Risk Management, P.O. Box 327, Santa Ana, California 92702.

- 3) PROJECT MANAGER's Worker's Compensation policy, and PROJECT MANAGER's Comprehensive or Commercial 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) PROJECT MANAGER's Comprehensive or Commercial 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 the John Wayne Airport."
- 5) PROJECT MANAGER's Comprehensive or Commercial 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) PROJECT MANAGER's Comprehensive or Commercial General Liability Insurance policy and Professional 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**

PROJECT MANAGER agrees to provide the COUNTY, within ten (10) working days after this Agreement has been approved by the Board of Supervisors, written documentation that PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER has complied with all insurance provisions of this Agreement. Failure by PROJECT MANAGER to provide the COUNTY with the insurance policies described herein shall constitute a material breach of this Agreement.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

PROJECT MANAGER agrees to keep such insurance in force and current certificates on deposit with COUNTY through the 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.

COUNTY expressly retains the right to require PROJECT MANAGER 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 COUNTY.

COUNTY shall notify PROJECT MANAGER in writing to proceed with the changes in the insurance requirements once a mutually acceptable change to the Agreement has been agreed to by JWA and PROJECT MANAGER. If COUNTY requires a change in the insurance provided by PROJECT MANAGER, the additional cost will be reimbursed as another direct cost. If PROJECT MANAGER does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within sixty days of receipt of such notice, this Agreement may be in breach without further notice to PROJECT MANAGER, and COUNTY shall be entitled to all legal remedies.

The review of the insurance policies is for the purpose of determining if the insurance provided by the PROJECT MANAGER complies with the requirements of this Agreement. The COUNTY shall not use any information obtained during the review of the policies for any other purpose and shall not retain any copies of any portion of the policies.

**26. ACCIDENTS**

All known job site and other project-related accidents, injuries, and illnesses sustained by PROJECT MANAGER'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 PROJECT MANAGER promptly after each such incident.

**27. PUBLIC RELATIONS**

PROJECT MANAGER and its subcontractors, if any, shall not disseminate information on behalf of the COUNTY or JWA pertaining to the nature, scope, or details of the CIP Project without the prior specific written consent of JWA. All inquiries of any kind pertaining to the Project presented to PROJECT MANAGER 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 PROJECT MANAGER to JWA.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

PROJECT MANAGER 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.

**28. INDEPENDENT CONTRACTOR**

PROJECT MANAGER is an independent contractor. Nothing in this Agreement shall be deemed to make PROJECT MANAGER, its subcontractors, or any of their respective officers, employees, representatives, or agents, the agents or employees of COUNTY. PROJECT MANAGER shall have responsibility for and control over the details and means for performing the services provided that PROJECT MANAGER is in compliance with the terms of the Agreement.

**29. SAFETY PLAN**

The PROJECT MANAGER must prepare and submit to COUNTY a safety plan for review and comment prior to beginning services. This safety plan shall comply with all OSHA, COUNTY, and FAA services, safety, and health rules governing the conduct of its employees, agents, and subcontractors at and about the Project job site. PROJECT MANAGER agrees that it shall ensure that its personnel, employees, agents, and subcontractors at the job site comply strictly with such rules.

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

**30. COMPLIANCE WITH LAWS**

PROJECT MANAGER shall comply with and give all notices required by all laws, ordinances, rules, regulations, and lawful orders of government authorities applicable to the PROJECT MANAGER's performance of the Scope of Services and all other provisions of this Agreement. PROJECT MANAGER shall promptly notify COUNTY in writing if PROJECT MANAGER has reason to believe that any part of PROJECT MANAGER's services is at variance with any law, ordinance, code, rule, or regulation of public authority. PROJECT MANAGER shall not knowingly allow contractors and other parties whose services it is managing to perform services that are contrary to laws, statutes, ordinances, building codes, and rules and regulations applicable to the Project. Notwithstanding the above, PROJECT MANAGER shall not be responsible for those designers or contractors whom they are not managing. PROJECT MANAGER agrees to comply with all Federal laws, regulations, orders and other requirements applicable to PROJECT MANAGER and PROJECT MANAGER's services, including but not limited to The Americans with Disabilities Act, The Immigration Reform Act, and the Drug Free Workplace Act. PROJECT MANAGER agrees to permit the COUNTY to verify such compliance.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

### **31. AIRPORT SECURITY**

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

#### **A. Badge Acquisition:**

Prior to issuance of a security badge(s), designated PROJECT MANAGER's personnel who will be working onsite at the JWA terminal or other secure areas and engaged in the performance of work under this Agreement must pass JWA's screening requirements, which include an F.B.I. background investigation and finger printing (the estimated fee is \$29.00 per person. PROJECT MANAGER shall verify actual fees with JWA's badging office). All actual fees shall be borne by PROJECT MANAGER. PROJECT MANAGER's designated personnel are required to attend a 4-hour SIDA training class at JWA, and pass the written test (the estimated fee is \$8.00 per person.) The PROJECT MANAGER shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and JWA.

#### **B. Badge Holder Requirements and Responsibilities:**

The FAA-approved security program for JWA requires that each person issued a JWA security badge be made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

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

The JWA security badge is the property of the County of Orange and must be returned upon termination of PROJECT MANAGER's personnel employment and/or termination or expiration of this Agreement 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.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

The JWA security badge is nontransferable.

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

**32. NONDISCRIMINATION**

**A. Compliance with Regulations**

The PROJECT MANAGER 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, 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**

The PROJECT MANAGER, with regard to the services performed by it during the Agreement, shall not discriminate on the grounds of race, color, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. PROJECT MANAGER 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, either by competitive bidding or negotiation, made by PROJECT MANAGER for services to be performed under a subcontract, including procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by PROJECT MANAGER of PROJECT MANAGER's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, disability, or national origin.

**D. Information and Reports**

PROJECT MANAGER 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

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of PROJECT MANAGER is in the exclusive possession of another who fails or refuses to furnish this information, PROJECT MANAGER 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 PROJECT MANAGER'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 PROJECT MANAGER under the Agreement until PROJECT MANAGER complies, and/or
- 2) Termination or suspension of the Agreement, in whole or in part.

**F. Incorporation of Provisions**

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

**33. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**

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

- If the PROJECT MANAGER is an individual contractor: Name, date of birth, social security number, and residence address.
- If PROJECT MANAGER is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

- of *each* individual who owns an interest of 10 percent or more in the contracting entity.

In addition, the PROJECT MANAGER must provide:

- A certification that the PROJECT MANAGER has fully complied with all applicable Federal and State reporting requirements regarding its employees, and
- A certification that the PROJECT MANAGER 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 PROJECT MANAGER 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.

**34. GOVERNING LAW AND VENUE**

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

**35. ATTORNEY'S FEES**

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

**36. WAIVER OF JURY TRIAL**

Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with



**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

**37. CONTRACT CONSTRUCTION**

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

**38. INTERPRETATION**

- A. Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement.
- B. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.
- C. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other PARTY hereto or by any person representing them, or both.
- D. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the PARTY that has drafted it is not applicable and is waived.
- E. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this Agreement.

**39. SEVERABILITY**

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

**40. HEADINGS**

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

**41. JWA INFORMATION TECHNOLOGY NETWORK**

- A. The County shall provide connection to its Information Technology network in support of PROJECT MANAGER's required access to JWA's Project Management System Oracle Primavera Unifier (Unifier).

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

- B. The PROJECT MANAGER shall submit to the COUNTY the following JWA User Access Request Form within seven (7) days following Contract Award. The JWA User Access Request Form is required for each employee to access Project documentation, including, but not limited to correspondence, monthly reports, schedules, RFIs, daily reports, payment applications, deliverables/submittals, change documentation, plans and drawings, and all other communication.
- C. JWA will create the user ID with approved access rights and provide an initial password to the user in a secure manner. As remote users, the PROJECT MANAGER's personnel shall acknowledge and comply with the following JWA Portal Usage Policy.
- D. Such internet connection will allow the PROJECT MANAGER secured access to the Unifier Project Document Management System.
- E. The PROJECT MANAGER shall use the Unifier Project Document Management System. Unifier shall be the PROJECT MANAGER's exclusive means of communication with JWA and its representatives for all Project documentation.
- F. JWA Process for Gaining Access to JWA Systems:

There are two forms required to be filled out to obtain equipment, software, and/or access to JWA systems:

- IT Usage Policy Acknowledgement
- User Access Request Form – Non-County Employees

The requestor shall fill out the Contractor User Information section, Sections 2, 3, 4 if applicable and then sign within Section 5. The User Access Request Form will not be processed without your company manager's signature in Section 6. Once you have filled out the form and obtained your company manager's signature please submit the form to the JWA Project Manager. The JWA Project Manager will then obtain the JWA Manager's signature in Section 6 to begin processing the request through JWA IT Section.

For Unifier access, new companies may take as long as a week to process; existing companies with new access requests should only require one to three business days to process. Once completed, the requestor will receive two separate e-mails from the JWA IT Section. The first will have your user name and the other will have your password, respectively. The first time you log on the web-based application you will be required to reset your password and configure your settings.

Help Desk: If you experience any errors or have difficulties with any of the equipment/software, a request must be submitted to the Help Desk at (949) 852-4004. You will need to provide your name, e-mail, phone number, location, and a brief description of the problem. Once the information is entered into the system, a call ticket will be created and sent to a JWA IT representative, who will contact you within one to three business days.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

G. JWA will provide Unifier system training upon receipt of the JWA User Access Request Form(s) shown below.

1) Unifier Training:

For Unifier Training, please contact the JWA Project Manager to schedule a time and date. For Document Locator Training and/or other software, please contact the JWA Project Manager or submit a Help Desk Request.

Please note that if you have not logged on to Unifier within a 30 day period your account will be deactivated. To reactive your account, please submit a help desk ticket for Unifier reactivation. Also, after 4 failed attempts to log on you will be locked out of Unifier. To unlock your account and reset your password please call in a help desk ticket.

2) Access to Unifier Document Manager:

If you need access to a folder in Unifier Document Manager please contact the JWA Project Manager.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

County of Orange

Information Technology Usage Policy

**1 INTRODUCTION:**

The County of Orange Information Technology (IT) Usage Policy is the foundation of the County's information security efforts. Each member of the County workforce is responsible for understanding his/her role in maintaining County IT security. This policy summarizes your information technology responsibilities. To learn more about information security, please see the Information Technology Security Policy.

Complete **Section 5: Acknowledgement** after you have finished reading this document. Your signature on the Acknowledgement indicates that you understand and will comply with County security policy. If you disregard security policies, standards, or procedures, you can be subject to County and agency-specific disciplinary action.

**2 TERMS YOU NEED TO KNOW:**

<b>Authentication</b>	The process of verifying the identity of anyone who wants to use County information before granting them access.
<b>Back Up</b>	To copy files to a second medium (for example, a disk or tape) as a precaution in case the first medium fails.
<b>Confidentiality / Non-Disclosure Agreement</b>	An agreement that outlines sensitive materials or knowledge that two or more parties wish to share with one another. By way of such agreement, the parties to the agreement agree not to share or discuss with outside parties the information covered by the agreement.
<b>System or Software Configuration Files</b>	Highly important files that control the operation of entire systems or software.
<b>Electronic Communication</b>	Messages sent and received electronically through any electronic text or voice transfer/storage system. This includes e-mail, text messages, instant messages (IM) and voicemail.
<b>Encryption</b>	The translation of data into a secret code. Encryption is the most effective way to achieve data security. To read an encrypted file, you must have access to a secret key or password that enables you to <i>decrypt</i> it. Unencrypted data is called <i>plain text</i> ; encrypted data is referred to as <i>cipher text</i> .
<b>Information Security</b>	Safeguarding an organization's data from unauthorized access or modification to ensure its availability, confidentiality, and integrity.
<b>Information Technology (IT)</b>	The broad subject concerned with all aspects of managing and processing information within an organization.
<b>Local Security Administrator (LSA)</b>	The person at each agency who is responsible for the operational maintenance of IT security resources within the agency.
<b>Network</b>	Two or more linked computer systems. There are many different types of computer networks.
<b>Password</b>	Sequence of characters (letters, numbers, symbols) used in combination with a User ID to access a computer system or network. Passwords are used to authenticate the user before s/he gains access to the system.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**County of Orange****Information Technology Usage Policy**

<b>Personally Identifiable Information (PII)</b>	Any piece of information that could be used to uniquely identify, contact, or locate a single person. Examples include: full name; national identification number; email address; IP address; driver's license number; and Social Security Number.
<b>User</b>	Any individual who uses a computer.
<b>User ID</b>	Unique name given to a user for identification to a computer or telephone network, database, application, etc. Coupled with a password, it provides a minimal level of security.
<b>Virus / Malicious Software</b>	A software program that interferes with computer operation, damages or destroys electronic data, or spreads itself to other computers. Viruses and malicious software are often transmitted via email, documents attached to email, and the Internet.
<b>Workforce Member</b>	Any member of the County workforce, including employees, temporary help, contractors, vendors and volunteers.

**3 POLICY OVERVIEW**

As a member of the County workforce, you are expected to comply with the County's Information Technology Usage Policy. Your agency may have additional policies that you must follow as part of your job.

The following are key concepts of the County's policy:

- Information created or used in support of County business activities is the property of the County.
- Your assigned information technology resources are meant to facilitate the efficient and effective performance of your duties. It is your responsibility to ensure that resources are not misused and that you comply with policy.
- If you need to access confidential information as part of your duties, you will be asked to sign a confidentiality or non-disclosure agreement before you access the County network.
- Many County facilities house sensitive or critical information systems. You are expected to comply with all physical access controls designed to restrict unauthorized access.
- You may not remove County equipment or data in any format from the workplace unless you have received prior written approval from your supervisor or manager.
- The use of the network and Internet is a privilege, not a right. If you violate policy, you may lose your network and/or Internet access. The County may refuse to reinstate your access for the remainder of your employment at the County. The County may also take other disciplinary action as appropriate under County policy, departmental policy and applicable employment MOUs.

**4 YOUR RESPONSIBILITIES**

Your security responsibilities fall under several different Information Technology categories. Each category and the key responsibilities associated with it are listed below:

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**County of Orange****Information Technology Usage Policy**

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**USER IDs AND PASSWORDS**

- You will be issued a network user ID unique to you. Only you may use your user ID to access County resources (e.g. computer, telephone, FAX).
- You will be issued a default password at the same time as your user ID. You will be prompted to change your password the first time you log in to the system.
- Do not share user IDs and passwords with other users or individuals, including coworkers and supervisors. Treat your password as sensitive and highly confidential information.
- You are agreeing to follow the Information Technology Usage Policy when you accept a password from the County and use it to access the County data or telephone networks, the Internet, or the Intranet.
- Change your password immediately if you think someone else knows it. Report your suspicions to management.
- If you lose or forget your password, you are required to request a password reset. No one else can do it for you.

**HARDWARE AND SOFTWARE**

- The County will provide, and employees may request, peripheral equipment such as ear buds for cellular phones or Blackberry devices, as may be necessary to enable compliance with all local laws which pertain to the use of mobile communication equipment or the individual workplace needs for the employee to perform his or her employment.
- Never download or install any hardware or software without prior written approval of your agency IT representative.
- Do not make any changes to system and/or software configuration files unless specifically authorized in writing by your agency IT.
- Maintain your business data files on a network (or "shared") drive so that they can be backed up according to your agency's regular backup schedule.
- Use the "lock workstation" feature any time you leave your workstation logged on to the network and you are away from your desk.
- Do not connect a County laptop or other mobile device to the network until it has been scanned for viruses and malicious software.
- Follow the authentication procedures defined by your agency whenever you log in to the County network via Remote Access.
- Do not attempt to connect your workstation, laptop, or other computing device to the Internet via an unauthorized wireless or other connection while simultaneously connected to any County network.
- Retain original software installed on your computer if it is provided to you. The software must be available when your system is serviced in case it needs to be reinstalled.
- Do not keep liquids or magnets on or near computers, as they can cause serious damage.
- Ensure that your equipment is plugged into a surge protector at all times.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**County of Orange****Information Technology Usage Policy**

- Report all computer problems in detail on the appropriate form and/or when you contact the County Service Desk or discuss the problem with your agency's Help Desk.
- Report equipment damage immediately to the County Service Desk or your agency's Help Desk.

**EMAIL and TELEPHONE**

- The e-mail and telephone systems and networks are primarily for official County business.
- Management can freely inspect or review electronic mail and data files including voicemail. Employees should have no expectation of privacy regarding their internet usage, electronic mail or any other use of County computing or telephone equipment.
- Do not use a County email account or voicemail box assigned to another individual to send or receive messages unless you have been authorized, in writing, to act as that individual's delegate.
- Use of personal Internet (external) email systems from County networks and/or desktop devices is prohibited unless there is a compelling business reason for such use and prior written approval has been given by agency management and agency IT.
- Do not configure or use automated forwarding to send County email to Internet-based (external) email systems unless specifically authorized to do so, in writing, by County management.
- Send confidential information via email only with the written permission of management and only via an approved method. Mark the email according to agency policy.
- Treat confidential or restricted files sent as attachments to email messages as confidential or restricted documents. This also applies to confidential or restricted information embedded within an email message as message text or a voicemail message.
- Do not delete email or voicemail messages or other data if management has identified the subject matter as relevant to pending or anticipated litigation, personnel investigation, or other legal processes.

**THE INTERNET / INTRANET**

- Internet/Intranet access is primarily for County business.
- You may access the Internet for limited personal use only during nonworking time and in strict compliance with policy. If there is any doubt about whether an activity is appropriate, consult with your Department Head or his/her designee.

**INFORMATION SECURITY**

- Treat hardcopy or electronic Personally Identifiable Information (PII) as confidential and take all precautions necessary to ensure that it is not compromised. Intentional – or even accidental – disclosure of PII to unauthorized users is a violation of policy.
- Don't leave PII unattended or unsecured for any period of time.
- Be sure to follow your agency's policy for disposing of confidential data. This may include the physical destruction of data through shredding or other methods.
- Information created, sent, stored or received via the email system, network, Internet, telephones (including voicemail), fax or the Intranet is the property of the County.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**County of Orange****Information Technology Usage Policy**

- Do not expect information you create and store on County systems, including email messages or electronic files, to be private. Encrypting or using other measures to protect or "lock" an email message or an electronic file does not mean that the data are private.
- The County reserves the right to, at any time and without notice, access, read and review, monitor, and copy all messages and files on its computer system as it deems necessary.
- The County may disclose text or images to law enforcement without your consent as necessary.

**PROHIBITED ACTIVITY**

Unless you are specifically authorized by your manager or agency in writing, the following uses are prohibited by the Information Technology Security Policy:

- Using, transmitting, or seeking inappropriate or offensive materials, including but not limited to vulgar, profane, obscene, abusive, harassing, belligerent, threatening, or defamatory (harming another's reputation by lies) language or materials.
- Accessing, attempting to access, or encouraging others to access controversial or offensive materials.
- Revealing PII without permission, such as another's home address, telephone number, credit card number or Social Security Number.
- Making offensive or harassing statements or jokes about language, race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- Sending or soliciting sexually oriented messages, images, video or sound files.
- Visiting sites featuring pornography, terrorism, espionage, theft, drugs or other subjects that violate or encourage violation of the law.
- Gambling or engaging in any other activity in violation of local, state, or federal law.
- Uses or activities that violate the law or County policy or encourage others to violate the law or County policy. These include:
  - Accessing, transmitting, or seeking confidential information about clients or coworkers without proper authorization.
  - Intruding, or trying to intrude, into the folders, files, work, networks, or computers of others, or intercepting communications intended for others.
  - Knowingly downloading or transmitting confidential information without proper authorization.
- Uses that cause harm to others or damage to their property, including but not limited to:
  - Downloading or transmitting copyrighted materials without the permission of the copyright owner. Even if materials on the network or the Internet are not marked with the copyright symbol, ©, assume that they are protected under copyright law.
  - Using someone else's password to access the network or the Internet.
  - Impersonating another user or misleading message recipients into believing that someone other than the authenticated user is communicating a message.



**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**County of Orange**

**Information Technology Usage Policy**

- Uploading a virus, other harmful component, or corrupted data or vandalizing any part of the network.
- Creating, executing, forwarding, or introducing computer code designed to self-replicate, damage, or impede the performance of any computer's memory, storage, operating system, application software, or any other functionality.
- Engaging in activities that jeopardize the security of and access to the County network or other networks on the Internet.
- Downloading or using any software on the network other than that licensed or approved by the County.
- Conducting unauthorized business or commercial activities including, but not limited to:
  - Buying or selling anything over the Internet.
  - Soliciting or advertising the sale of any goods or services.
  - Unauthorized outside fund-raising activities, participation in any lobbying activity, or engaging in any prohibited partisan political activity.
  - Posting County, department and/or other public agency information to external news agencies, service bureaus, social networking sites, message boards, blogs or other forums.
- Uses that waste resources, including, but not limited to:
  - Printing of personal files.
  - Sending chain letters for any reason.
  - Including unnecessary recipients on an email. Only copy others on an email or voicemail message who should be "in the loop" on the topic addressed.
  - Indiscriminate use of distribution lists. Before using a distribution list, determine whether or not it is appropriate for everyone on that list to receive the email.
  - "All hands" emails. Emails of this type are to be sent only after management permission has been obtained.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**County of Orange**

**Information Technology Usage Policy**

**5 ACKNOWLEDGEMENT**

- If you violate security policies, standards, or procedures, you can be subject to County and agency-specific disciplinary action up to and including discharge.

By signing this document, I acknowledge that I have read, understand and will comply with this County of Orange Information Technology Usage Policy. I understand that the complete Information Technology Usage Policy is available for me to review on the County's intranet. I also may request a copy from the County Service Desk, my agency's Help Desk, or my agency's Local Security Administrator.

**Workforce Member Name (please print):** \_\_\_\_\_

**Workforce Member Signature:** \_\_\_\_\_

**Agency/Department:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**



User Access Request Form: <b>Contractors and Non-County Employees</b>	<b>CONTRACTOR USER INFORMATION</b>	
	User Name (First):	(Last):
	Title:	Phone:
	Company Name:	
	e-mail:	
	Supervisor's Name:	
	Project(s):	
	Start Date:	

**2. HARDWARE REQUESTED**

- |  |   |
|--|---|
| <input type="checkbox"/> Desktop Computer (\$1600)*  | <input type="checkbox"/> Telephone (\$50/month) |
| <input type="checkbox"/> Portable Computer (\$2300)* | <input type="checkbox"/> Other :                |

\* Standard PC setup: MS Windows Vista and Office 2007 (Outlook, Word, Excel, PowerPoint, Anti-virus and Adobe Reader).

**3. ACCESS REQUESTED**

- |  |   |
|--|---|
| <input type="checkbox"/> JW AIR User ID E-mail   | <input type="checkbox"/> Document Locator Webtools only (\$650)                                   |
| <input type="checkbox"/> Skire/Unifier (\$2,000) | <input type="checkbox"/> Off-site remote access (JWA laptop only) <input type="checkbox"/> Other: |

**4. ADDITIONAL REQUIREMENTS, NOTES**

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**5. User SIGNATURE**

**Note for all initial User Access Requests:** A signed IT Usage Policy Acknowledgement form must be submitted with this request. See your Project Manager for details.

\_\_\_\_\_  
Signature Date

**6. APPROVAL**

<b>Company Manager</b>	<b>JWA Manager</b>
_____	_____
Print Name	Print Name
_____	_____
Signature	Signature
date	date

**7. Please Return Completed form and signed Policy to:**  
 Tim Harris  
 Chief Technology Officer  
 John Wayne Airport  
 3160 Airway Ave, Costa Mesa

**Please note:** Depending on items requested, completion of Access Requests may take between 24 -72 hours, with equipment/software purchases taking longer. If you have questions regarding the status of your request, please contact the Service Desk, **949-852-4004**.

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**42. NOTICES**

All notices required or provided for under this Agreement shall be sent to the following addresses:

COUNTY OF ORANGE  
JOHN WAYNE AIRPORT  
Attn: Mr. Larry Serafini, Deputy Airport Director, Facilities  
3160 Airway Avenue  
Costa Mesa, California 92626

Faithful+Gould, Inc.  
Attn: Ms. Carin Rautenbach.  
3020 Old Ranch Parkway, Suite 180  
Seal Beach, CA 90740

**SIGNATURE PAGE TO FOLLOW**



**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**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)

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**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.**

**JOHN WAYNE AIRPORT  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**APPENDIX 1**

**SCOPE OF SERVICE  
CIP PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101**

**1. GENERAL**

**1.1 The Project**

The PROJECT MANAGER under the terms and conditions of this Agreement shall perform those services described below, pertaining to the project management of JWA's Capital Improvement Program (CIP) projects (Projects) and all its elements as defined in this Agreement. The Airport's CIP is comprised of various capital improvement projects involving rehabilitation and modification of building systems, design and construction of security improvements, design and construction of new structures, environmental projects, and miscellaneous projects and engineering studies.

**2. BASIC SERVICES AND RESPONSIBILITIES**

**2.1 Manner of Performance**

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

**2.2 General Duties and Responsibilities**

PROJECT MANAGER shall perform the following:



**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**2.2.1 Mobilization and Administration**

1. Mobilize and organize PROJECT MANAGER's staff into JWA-provided building space, and establish administrative functional areas and working space.
2. Comply with all Policies & Procedures pertinent to JWA project management functions and practice standards, and as well as applicable pertinent regulations, codes, manuals and controlling criteria.
3. Prepare and submit safety plans.
4. Maintain electronic project files on JWA's Electronic Project Management and Document Control System, Oracle Primavera Unifier (Unifier) and utilize this system for managing Projects.
5. Ensure that all work is fully documented for future audits of Projects and archive all Project records.
6. Maintain Project Filing System to complement the Electronic Document Control System at JWA. Such filing system shall contain, originals or copies of all information, drawings, specifications, letters, other documents, contracts, purchase orders, books, and other records connected with the Project and of this Agreement. Maintain the Project Filing System in a central repository at the Airport Site.
7. Upon completion of individual Projects, assemble all records in labeled and coded archiving system approved by the COUNTY.

**2.2.2 Project Management**

1. Verify Project budgets, schedules and phasing, and manage the Projects in a manner which promotes completion of all Projects on time and within budget.
2. Assist the COUNTY in the preparation and administration of Agenda Staff Reports (ASRs). Provide the COUNTY with supporting data and technical information required for preparing ASRs.
3. Provide regular monitoring of Project schedule, and recommend changes where necessary. Identify potential variances between scheduled and probable completion dates, review schedule for work not started or incomplete and advise the COUNTY regarding necessary adjustments in the work to meet scheduled completion dates. Provide summary reports and document all changes in schedule. Implement any adjustments or remedial measures recommended to the COUNTY which the COUNTY has approved.
4. Implement and maintain Project cost control. Monitor the approved Project construction budget, incorporate approved changes as they occur, and develop cash flow reports and revised forecasts as needed to keep the COUNTY informed. This shall be made part of Unifier.

**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

5. Schedule, conduct and document meetings, and prepare and distribute meeting minutes within three (3) business days.
6. Plan, manage, and coordinate the work of other A-Es, Consultants, Construction Managers, and Construction Contractors assigned to PROJECT MANAGER. Assist the COUNTY in enforcing the terms and conditions of contracts between the COUNTY and third parties relating to Projects. Identify contract violations and recommend courses of action to the COUNTY to remediate contract violations.
7. Coordinate with other public and private entities, such as the Federal Department of Transportation, Department of Homeland Security, airline companies, airport tenants and concessionaires, Caltrans, Federal Highway Administration, U.S. Department of Transportation, and municipalities. Assist the COUNTY in drafting agreements with agencies as directed.
8. Subject to COUNTY approval, the PROJECT MANAGER shall be responsible for all the drafting, justification, presentation, and processing of all permits, licenses required for any part of the project within PROJECT MANAGER's Scope of Services, with any person, agency, or entity.
9. Attend monthly status review meetings and provide written and/or oral project status reports, emphasizing problems or potential problems, and make recommendations on a monthly basis, or more often at the discretion of the COUNTY.
10. Coordinate the requirements of public utility companies and municipalities. Coordinate facilities requirements to ensure utility systems are compatible with the Project requirements.
11. Review, analyze, and advise the COUNTY regarding general engineering aspects of Projects.
12. Manage the Projects to minimize the impact on Airport and airfield operations.
13. Advise and assist the COUNTY in FAA matters related to Projects.

**3. DUTIES AND RESPONSIBILITIES – GENERAL**

PROJECT MANAGER shall perform the duties outlined below within the policies and procedures of the COUNTY and JWA.

**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

### **3.1 ADMINISTRATIVE REQUIREMENTS**

#### **3.1.1 Architect-Engineer Contracts**

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

#### **3.1.2 Design-Build and Construction Management Contracts**

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

#### **3.1.3 Construction Contracts**

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

#### **3.1.4 Geotechnical Testing and Special Testing/Inspection Contracts**

The PROJECT MANAGER, upon request by the COUNTY, shall assist the COUNTY in providing technical and other professional data pertaining to the pre-

**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

selection, selection, and negotiation phases for the retention of potential Geotechnical Testing firms and Special Testing and Inspection firms (Special Inspectors). The PROJECT MANAGER, upon request by the COUNTY, shall assist the COUNTY in the evaluation of any technical or special services submittals by potential Special Inspectors. All such assistance shall be separately documented under the PROJECT MANAGER's cover letters or memos as being provided by the PROJECT MANAGER.

### **3.2 CONTRACT MANAGEMENT AND OVERSIGHT**

PROJECT MANAGER shall perform the following duties:

1. The PROJECT MANAGER shall be responsible for ensuring that all assigned contractors perform all work in accordance with their contracts and respective scopes of services, general conditions, special requirements, and other requisites; that all such work shall be performed in accordance with the contract and project schedule; and further, the PROJECT MANAGER shall be responsible for reporting to the COUNTY and documenting all deviations, breaches, and variances from the contracts and contract schedules.
2. The PROJECT MANAGER shall be responsible for reviewing and processing the contractor's payment requests and schedule updates. The PROJECT MANAGER shall ensure that all payment requests and schedule updates are accurate, properly documented, and comply with the subject contracts. The PROJECT MANAGER shall be responsible for independently verifying the accuracy of all payment requests and schedule updates. The PROJECT MANAGER shall be responsible for reporting to the COUNTY and documenting any payment requests or schedule updates which it believes are not in accordance with the subject contracts.
3. In accordance with the foregoing duties and responsibilities, the PROJECT MANAGER shall schedule conferences and meetings and make site visits so as to observe the work of the contractors and the quality and progress of the contractor's work.
4. The PROJECT MANAGER shall coordinate the submittal and processing of design and bid documents through regulatory agencies and authorities, including the Airport Commission, Federal Department of Transportation, Department of Homeland Security, COUNTY's Resource Development and Management Department (RDMD), and Orange County Fire Authority (OCFA), and expedite the issuance of building permits.
5. The PROJECT MANAGER shall manage the Contractors' amendment requests and change order requests, verify their validity, and negotiate their price. The

**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

PROJECT MANAGER shall assist the COUNTY with the issuance of contract amendments and change orders.

6. The PROJECT MANAGER shall coordinate the activities of land surveying firms including JWA's land surveying teams, Geotechnical Investigation firms, and Special Testing and Inspection firms. The PROJECT MANAGER shall coordinate construction staging areas, construction site access and egress, and Contractor parking.
7. The PROJECT MANAGER shall manage and coordinate the close-out of Contractors' agreements, including the commissioning, testing, and start-up of building systems, final inspections of completed work, assemblage of As-Built and Record Drawings, Operations & Maintenance Manuals, and warranties and guarantees. The PROJECT MANAGER shall secure final acceptance certificates for work, Notices of Completion, and Certificates of Occupancy.
8. The PROJECT MANAGER shall prepare Final Project Reports and Data Sheets, and prepare Reports of Lessons Learned.

**3.3 DUTIES AND RESPONSIBILITIES – BY JOB CATEGORY**

**3.3.1 Project Management:**

Project Managers in all classifications work independently and/or under the general oversight of the Airport Development Section (ADS) Manager. Depending on his/her classification, professional and technical strength, and project management level of expertise, Project Managers are assigned full responsibility for medium to large, complex capital projects requiring a high level of coordination and logistical planning, and will act as lead Project Managers.

These positions perform wide-ranging and professional project management duties and responsibilities, including, but not limited to: Prepare project administration documents for projects, including: Architect-Engineer (A-E) Requests for Qualifications and Requests for Proposals, A-E Services Agreements, Contractor and Design-Builder Requests for Pre-qualifications, Construction Bid Documents for Federal and Non-Federal projects, Design-Build Requests for Proposals for Federal and Non-Federal projects, and other related project administration documents; solicit A-E Statements of Qualifications; engage in and manage the review, evaluation and selection processes of A-E firms and Design-Build entities; make selection recommendations and negotiate fees; prepare construction bid documents and manage projects' bidding and construction phases; provide planning, administrative processing, and professional and technical reviews for design and construction of capital projects; coordinate and monitor design-phase and construction-phase progress to ensure compliance with project's contractual and construction specifications requirements; prepare and/or assist with preparation of annual FAA

**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

grants applications for projects; interact with user departments, regulatory authorities/agencies having jurisdiction over projects, A-E firms, and other project stakeholders to resolve design and construction issues; and perform other administrative and project management duties as assigned by the Facilities Division Deputy Airport Director and/or Airport Development Section Manager.

**3.3.2 Construction Management:**

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

**3.3.3 Contract Administration:**

Duties and responsibilities within the Contract Administration job category include, but are not limited to: Provide support to the project team in all matters related to contract administration; establish familiarity with new incoming changes and job walks potential changes for clarification of work; Prepare and issue Construction

**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

Change Authorizations (CCA) when merit is established by the project manager and/or construction manager; secure necessary internal approvals and upload to Unifier and distribute to Contractor; review contractor's Change Order Pricing (COP) to ensure Scope of Work (SOW) described is consistent with CCA; create Potential Change Orders (PCO) in Unifier, and advance PCOs in Unifier as needed for necessary input and approvals; collaborate with construction estimators to secure Independent Cost Estimate (ICE) and analyze ICE and COP variances; assist with the negotiation and documentation of the final change order price, and assure that all time and materials are verified by the JWA representative when the change is Time & Material-based; assist with the preparation of documentation for project schedule changes; prepare change orders' Records of Negotiation (RON); assure that all wet signatures are secured where needed on all change order documents; assure that all required documentations are entered into Unifier and advanced to the appropriate persons for proper and timely processing; assist with the presentation change orders at the Change Order Review Board (CORB) when required; create the Unifier Construction Change Order (UCCO) once CORB has granted approval, and assure that all final change order documentation receives the authorizing signatures and approvals in Unifier; execute the proper steps in Unifier to close-out change orders, and ensure distribution of documents to the project team; and other Contract Administration-related duties and responsibilities as assigned by the Facilities Division Airport Deputy Director and/or Airport Development Section Manager.

**3.3.4 Field Representation:**

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

**3.3.5 OP Unifier Administration/Unifier Architecture:**

Duties and responsibilities within the Unifier Administration/Unifier Architecture job category include, but are not limited to: **Support Management** for the Internal and External stakeholders which includes Company Administration - add companies and

**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

company permissions; User Administration & Management – add user groups and group permissions, add users, manage user permissions and user password control; Data Management – provide data element updates and maintenance; Cost Management - create WBSs and provide Cost Sheet administrative support; Document Management - ensure comprehensive document management in Document Manager; Unifier User Report Template Management - develop, implement, and update the report templates; Management Reports Administration - collaborate with management and stakeholders to evolve business reporting requirements; Program/Project Administration - set up new projects in the system and close out completed projects. **Unifier Architecture Management**, which includes Business Process (BP) configuration & imports, BP management, BP setup and maintenance, data definitions and Elements Management, creation of smartforms & upperforms, updating and maintenance of smartforms & upperforms, etc. **Training Management**, which includes development and updating of the training manual, and scheduling and conduct of group and individual training sessions. **Change Management**, which includes Stakeholders/Internal Client Management – conduct meetings to gather requirements; conduct analysis, prioritize requests and create/change and import BP to incorporate requirements; make presentations on process related changes and provide mentoring, motivation and support on new concepts, techniques and industry best practices. **Application upgrade Management**, which includes the evaluation, recommendation of solutions and scheduling incorporation of system upgrades. Perform other Unifier Administration-related duties and responsibilities as assigned by the Facilities Division Airport Deputy Director and/or Airport Development Section Manager.

**3.3.6 Construction Estimating:**

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



**JOHN WAYNE AIRPORT  
PROJECT MANAGEMENT SERVICES  
PROJECT NO. 281-281-4200-P101  
Faithful+Gould, Inc.**

**3.3.7      Construction Scheduling:**

Duties and responsibilities within the Construction Scheduling job category include, but are not limited to: Provide scheduling for CIP projects and additional projects as directed; produce, review, validate, approve, and update Critical Path Method (CPM) schedules, recovery schedules, cost-loaded schedules, and “what-if” analyses considering schedule options for alternate project scenarios; prepare schedules in a wide range of presentations, including Gantt and Network Diagram; provide on-call and as-needed training of staff and other users on scheduling techniques; prepare and maintain reports including cash flow, resource leveling, earned value, budget, critical tasks, and milestones for all schedules as-required or directed; develop CPM construction schedules from drawings and specifications; review and analyze complex construction schedules and provide professional opinion on projects’ schedule status; create reports as necessary on project progress as well as predictions of the work moving forward; confirm that project progress is consistent with its schedule and other project records. Prepare status reports as requested; review and analyze 3-week look-ahead reports and advise project team of potential cost and schedule impacts and inefficiencies; attend meetings and advise project team of actual progress and related cost implications; develop potential recovery/mitigation plans for time and cost; and other Construction Scheduling-related duties and responsibilities as assigned by the Facilities Division Airport Deputy Director and/or Airport Development Section Manager.

**3.3.8      Information Processing/Clerical:**

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

**APPENDIX 2**

**HOURLY RATE SCHEDULE**  
**CIP PROJECT MANAGEMENT SERVICES**  
**PROJECT NO. 281-281-4200-P101**

**Faithful+Gould, Inc.**

Principal Project Manager	\$ N/A
Senior Project Manager	\$ 160
Project Manager	\$ 124
Senior Construction Manager	\$ 132
Construction Manager	\$ 124
Contract Administrator II	\$ 116
Contract Administrator I	\$ 110
Field Representative II	\$ 100
Field Representative I	\$ 85
OP Unifier Administrator	\$ 135
OP Unifier Architect	\$ 170
Senior Construction Estimator	\$ 165
Construction Estimator	\$ 112
Senior Construction Scheduler	\$ 135
Construction Scheduler	\$ 112
Information Processing Specialist	\$ N/A