

**AGREEMENT  
PAVEMENT ENGINEERING SERVICES  
FOR  
JOHN WAYNE AIRPORT**

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**JOHN WAYNE AIRPORT AGREEMENT  
ARCHITECT-ENGINEER SERVICES**

**PROJECT: On-Call Pavement Engineering Services**  
**PROJECT NO: 031-1900-Pavement**

THIS AGREEMENT (the "Agreement"), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and RMA Group hereinafter referred to as the "Architect-Engineer (A-E)."

The "Term" of this Agreement shall commence upon the date of the COUNTY Board of Supervisors Minute Order awarding this Agreement.

**WITNESSETH:**

Whereas, COUNTY wishes to obtain A-E services with specialized expertise in pavement engineering to assist JWA in the design of durable flexible (asphalt) and rigid (concrete) pavements with minimal cost and maintenance and maximum performance and service life, not only on the airfield but also on JWA's many roadways, create specifications and material, including base material, requirements for new pavement and rehabilitation of existing pavement projects, determine steel reinforcement needs, and other strength requirements, based on expected loading of pavement, and to utilizes various nondestructive tests to determine the 'health' of existing pavements

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

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

IT IS MUTUALLY AGREED between the parties hereto that:

**1. TERM OF AGREEMENT**

The “Term” of this Agreement is for one year for a not to exceed amount of \$65,000 per year; on an on-call basis. A-E may work past any contract expiration date in order to complete work on Job Orders that were issued prior to the contract expiration date. The Airport Director may renew the Agreement a second and third option year at the same annual not-to-exceed amount. The Airport Director will notify A-E of the renewal within thirty (30) days prior to expiration of the Agreement. If this Agreement is renewed by the COUNTY, A-E shall continue to diligently perform the tasks and services set forth in “Scope of Services” – Attachment B. This Agreement shall commence upon the date of the COUNTY Board of Supervisor’s Minute Order awarding this Agreement. Services hereunder shall commence on delivery of a Notice to Proceed (NTP). The A-E shall not commence services under this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by COUNTY as evident by the NTP.

**2. A-E SCOPE OF SERVICES**

Initiation of A-E services is under the control and supervision of JWA. A-E services are subject to the Airport’s approval before services are initiated, through the issuance of a Job Order. A-E services shall meet all federal, state and county applicable codes, State of California criteria for the physically handicapped, as well as applicable criteria and requirements of the State Department of Industrial safety and the Federal Aviation Administration, (FAA) for Airport Construction. A-E shall perform in a competent and professional manner those tasks and duties as set forth in the Scope of Services attached hereto as, “Scope of Services”- Attachment B.

**A. Services**

This Agreement includes services customarily performed by a pavement engineer.

Specifically including but not limited to the following:

- 1) A-E shall process all matters relating to this Agreement through a single point of contact, the A-E Project Manager.
- 2) A-E shall assist JWA in the design of durable flexible (asphalt) and rigid (concrete) pavements with minimal cost and maintenance and maximum performance and service life.
- 3) A-E shall create specifications and material, including base material, requirements for new pavement and rehabilitation of existing pavement projects, determine steel reinforcement needs, and other strength requirements; and attend meetings, as required by JWA.
- 4) A-E shall prepare all plans and specifications under the direction of architects and engineers currently licensed by the State of California and shall be signed and sealed.

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- 5) A-E shall prepare plans and specifications in such form as to comply with the latest applicable laws, building codes, ordinances and standards.
- 6) A-E shall provide clarification of documents as requested by JWA.

A-E has no authority to alter, modify, amend or change the terms of this Agreement or any agreement entered into with COUNTY or any agreement for any work to be performed on or relating to this Scope of Services, except as provided in the paragraph entitled "CHANGES IN SCOPE OF SERVICES".

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

### **3. COORDINATION OF DRAWINGS**

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

#### **A. Record Drawings**

A-E shall provide record drawings as requested showing the as-constructed condition of the Project in digital format (AutoCAD or Microstation). The drawings shall incorporate all changes in the work made during construction, based on marked-up prints, drawings, and other data known by A-E, and shall accurately reflect the final construction of the work. The drawings shall include, as applicable, the following systems: architectural, structural, civil, mechanical, electrical, plumbing, fire protection, fire alarm, security, and landscape. A-E shall provide the drawings to the COUNTY promptly after the completion of construction.

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

A-E represents that it has obtained information sufficient to allow A-E to proceed with the Scope of Services described herein. A-E is and will be relying strictly and solely upon its

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own such inspections and examinations and the advice and counsel of its agents and officers. Except as expressly set forth in this Agreement, the COUNTY is not making and has not made any warranty or representation with respect to site conditions or limitations.

**4. CHANGES IN SCOPE OF SERVICES**

COUNTY, at its discretion, may reduce, limit or amend the Scope of Services and the corresponding costs upon written notification to A-E. If COUNTY desires to amend the Scope of Services, a written order bearing the heading "Change Order" shall be issued by COUNTY. The written Change Order shall set forth in detail the nature of the amendment. Within ten days of receipt of such Change Order, if the amendment to the Scope of Services causes an increase in costs, compensation for such Scope of Services performed shall be based on the terms as set forth in this agreement. When a Change Order has been issued, the A-E shall expeditiously proceed to implement the Change Order.

If the A-E believes that a change in the Scope of Services is appropriate, A-E shall submit a written request to the County to issue a Change Order and/or seek approval from COUNTY of such Change Order. Change Order shall include the proposed change in the Scope of Services and/or the proposed increase in services, as well as any proposed change in compensation. County reserves the right to negotiate a revision of the requested change in compensation and/or may approve such change request as requested by the A-E.

A-E 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. A-E and its subcontractors at any tier, if any, shall strictly adhere to, and obey, all applicable laws, ordinances, rules, and regulations of any kind now in effect or as subsequently enacted or modified, as promulgated by any local, regional, county, state, or federal governmental entities.

**5. COMPENSATION**

County agrees to compensate A-E, subject to a not-to-exceed amount of \$65,000 per year on an as-needed basis. Fees for Engineering Services shall be in accord with the hourly rates set forth in "Schedule of Fees" - Attachment C except as provided in Section 4. Work specifically requested and approved by the Airport, in excess of eight hours in a calendar day shall be considered overtime hours at 1.5 times the basic rate of pay as set forth in Attachment C. Additional Basic Services: If COUNTY and A-E agree that it may be necessary, at JWA's discretion, for A-E to perform additional, and directly related services not set forth within this Agreement's Scope of Services, COUNTY shall pay A-E on an hourly-rate basis. All approved additional work is subject to agreed upon hourly rates, and are subject to the not-to-exceed amount of \$65,000 per year. Under no circumstance will A-E be entitled to allowance amounts not authorized in writing by JWA.

Reproduction expenses incurred by A-E for A-E's own in-house reproduction will not be reimbursed by COUNTY. No reproduction or other expenses will be reimbursed by COUNTY

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without prior written authorization. The A-E's invoice shall not include or be given any consideration, for any items deemed by the COUNTY as overhead expenses. A-E expenses beyond the schedule of fees will not be considered. This includes but is not limited to travel, mileage or other expenses deemed by the COUNTY as overhead. The cost for the work under each Job Order will be billed at the hourly rate in accordance with "Schedule of Fees" - Attachment C, by A-E to COUNTY monthly in proportion to the work completed and to the extent that the authorized reimbursable and outside services are allowed cost plus 10%. Other reimbursables as may be required are subject to prior written approval by JWA.

The rates are effective through the initial one-year term of this Agreement and are subject to an increase for services at the beginning of the 2nd and 3rd option years. The amount of annual increase will be based on 80% of the Consumer Price Index (CPI) for Los Angeles-Long Beach-Anaheim-Riverside Counties. A-E shall not be entitled to any increase in rates for personnel beyond this annual adjustment.

**6. PAYMENTS**

To obtain compensation, A-E shall use the JWA Request for Payment form and/or an electronic version. Job Orders may only be amended upon approval by JWA. A-E firms shall not be entitled to any additional compensation from that set forth in "Schedule of Fees" - Attachment C and the original Job Order unless a written amendment to that Job Order is approved by JWA.

For the duration of the contract period, all A-E's services during any period of a Job Order must have written documentation for the estimated scope of services, with their corresponding fees and charges. Job Order services rendered are to be documented via an approved JWA Progress Report. The Progress Report shall include A-E activities which have been completed and are subject to payment, and those activities, yet to be completed as per the Job Order's scope of work. The approved Status Report is required for payment of A-E invoiced costs.

All A-E's work that has been completed as per the issuance of a JWA Job Order is to be documented. A-E shall document all hourly rates for services rendered, titles of personnel and tests performed, and provide reimbursable expenses with receipts. Reproduction expenses paid to outside vendors will be reimbursed by COUNTY to the extent such vendors have been approved by JWA. Requests for Payment must be submitted no later than the 15th of the following month to the JWA.

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

- 1) Signed invoice cover sheet,
- 2) Timesheets including; employee name, hours worked, Service dates for hourly fee services certified by A-E's Project Manager or authorized designee, and
- 3) Receipts for approved Reimbursable Expenses.



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- 4) Activity: each activity of A-E and staff must be defined by their job title and description of work completed.
- 5) Employee list detailing employee name, company, discipline, function and hourly labor rate.

COUNTY will pay A-E a fee on an hourly rate basis subject to the respective not-to-exceed limits for services performed based on the hourly rates set forth. Fees for Engineering Services shall be in accord with the hourly rates set forth in "Schedule of Fees" - Attachment C except as provided in Section 4. COUNTY will not pay hourly labor charges, fees, or test charges without back-up documentation. A-E is responsible for submitting invoicing in a format that is acceptable to JWA Accounting.

In the event that A-E anticipates the cost for Engineering Services in excess of the authorized amounts, the COUNTY shall be notified immediately in writing. COUNTY shall not be required to pay for Engineering Services in excess of these amounts unless the COUNTY otherwise agrees by Change Order.

**7. 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 A-E promptly of any product or service that will be affected by a shortage of funds. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of suspension or termination under this paragraph.

**8. RIGHT TO OFFSET**

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

**9. RIGHT OF AUDIT & RECORDS**

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 examination and audit by the California State Auditor for a period of three (3) years after final payment under this Agreement.

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

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

Such records shall include hard copy, as well as computer readable data, written policies and procedures, accounting records of time and expenditures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files, change order files, back charge logs, invoices, and any other A-E records which may have a bearing on matters of interest to the COUNTY in connection with the A-E's dealings with the COUNTY to the extent necessary to adequately permit an evaluation and verification of any or all of the following: (1) compliance with Agreement requirements; (2) compliance with COUNTY business ethics/conflict of interest expectations; (3) compliance with Agreement provisions regarding the pricing of change orders; (4) accuracy of A-E representations regarding pricing of invoices; (6) accuracy of A-E representations related to claims submitted by A-E or any A-E payees.

A-E represents and agrees that failure by A-E to maintain such records in compliance with this section precludes A-E 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 A-E of any such claim(s) against County for such time period(s).

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

If an audit or examination in accordance with this section discloses overpricing or overcharges (of any nature) by the A-E to the COUNTY in excess of one percent (1%) of the total contract

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billings, in addition to making adjustments for the overcharges, the A-E shall reimburse the reasonable actual cost of the COUNTY's audit to the COUNTY. Any adjustments and/or payments which must be made as a result of such audit or examination shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of COUNTY's findings to A-E. Notwithstanding this requirement, the COUNTY may exercise its right to offset, as described in section 9 of the Agreement, for collection of any reimbursements due to the COUNTY as provided for in this section.

**10. TERMINATION****A. Termination for Convenience**

COUNTY may terminate this Agreement for convenience, upon written notification to A-E, for any reason, including but not limited to the following:

- 1) The loss by A-E of legal capacity.
- 2) The failure by A-E to perform any obligation required by this Agreement after A-E has received reasonable notice of its failure to perform.
- 3) The lapse of insurance and/or any license issued by any local, state or federal governmental entity required of an A-E to perform each and every service hereinabove described.
- 4) The discretionary decision by COUNTY to terminate the Scope of Services yet to be performed.

**11. TERMINATION FOR DEFAULT**

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

In the event of termination for default by COUNTY, A-E shall not be entitled to receive any further payment until all of the work that is to be performed in connection with this Agreement is completed. In the event of such termination, COUNTY shall pay A-E for the portion of work performed up to the date of termination, including reimbursable expenses incurred up to that time, less any sums as may be withheld by COUNTY in its sole discretion to cover all costs, claims, damages or losses incurred by COUNTY or likely to be incurred as a result of or in connection with A-E's failure to perform. Such payment shall be A-E's sole remedy against COUNTY.

COUNTY shall have the right and is authorized to set off against and deduct from any amounts payable to A-E any other damages suffered by COUNTY due to any such default, event giving

rise to the termination, or other delay or failure to perform by A-E in connection with this Agreement. A-E shall continue to be fully liable to the COUNTY for all such damages.

## **12. A-E PERSONNEL**

### **A. Subcontractors**

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

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

### **B. Obligations upon Termination**

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

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

In addition, upon termination, A-E shall immediately advise COUNTY of all outstanding agreements, subcontracts, rental agreements, and purchase orders which A-E has with others pertaining to performance of the work, and shall furnish COUNTY with complete copies thereof. Upon request by COUNTY, A-E shall assign to COUNTY, in form and content satisfactory to COUNTY, A-E's title to materials and equipment for the work and all its interest in any agreements, subcontracts, rental agreements, and purchase orders designated by COUNTY. A-E shall include provisions in all of its subcontracts, rental agreements, purchase orders, and other agreements related to its work under this Agreement providing that its rights thereunder may be assigned to COUNTY and that in the event of such

assignment, the other contracting party agrees to be bound to the COUNTY, and shall require all subcontractors at any tier to insert the same in any lower tier contracts.

### **13. DAMAGES**

COUNTY's rights under this Agreement shall be cumulative and in addition to, and not in limitation of, all other legal or equitable rights or remedies available to COUNTY.

### **14. SUSPENSION OF WORK**

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

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

No suspension or withdrawal of suspension shall entitle A-E to any prospective profits or other losses or damages of any kind resulting from such suspension or withdrawal of suspension. Furthermore, no damages or claims shall be payable or owing by COUNTY to A-E for any inconvenience, interruption or cessation of A-E's business, or loss of income arising from any suspension or withdrawal of suspension.

Notwithstanding anything in this Agreement to the contrary, in the event of a suspension of services, (a) A-E shall have no liability to COUNTY for delay or damage caused COUNTY because of such suspension of services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming services A-E shall be paid all undisputed sums due prior to suspension and those expenses resulting from the interruption and resumption of the A-E's services as may be negotiated by the parties.

#### **A. No Agreement Modification**

No suspension or withdrawal of suspension shall entitle A-E to any prospective profits because of such suspension or withdrawal of suspension. Furthermore, no damages, compensation, or claims shall be payable by COUNTY for any inconvenience, interruption

or cessation of A-E's business, or loss of income arising from any suspension or withdrawal of suspension.

## **15. RESPONSIBILITY FOR DAMAGES OR INJURY**

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

## **16. ERRORS & OMISSIONS**

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

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

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

## **17. DELAY**

### **A. Excuse**

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

### **B. Obligations**

In the event any delay due to the foregoing causes or events set forth in this paragraph occurs or is anticipated, A-E shall promptly notify the COUNTY in writing of such delay or anticipated delay and the cause and estimated duration of such delay. In the event of any

delay, whether such delay is excused or not, A-E shall exercise due diligence to shorten and avoid the delay and shall keep the COUNTY advised as to the continuance of the delay and steps taken to shorten or terminate the delay, and any costs associated therewith.

### **C. Partial Failure of Performance**

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

## **18. A-E PERSONNEL**

### **A. Assigning Personnel**

The key employees set forth in A-E's proposal shall not be reassigned or removed from the Project without prior written consent of the Airport Director.

A-E shall not bill any personnel to the Project, whether or not considered to be key personnel, without County's prior written approval of the candidate by name and the candidate's specific hourly billing rate, and qualifications.

### **B. Removal of Personnel at County's Discretion**

COUNTY may, at its sole discretion, require A-E to remove from the Project any of its personnel assigned to the performance of the Scope of Services.

### **C. Compliance with Employment Laws**

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

### **D. Warranties - Experience/Capability**

A-E represents that A-E and A-E's consultants have the experience and capability to efficiently and expeditiously accomplish the work required under this Agreement in a timely and satisfactory manner, and A-E further represents and warrants that it will continuously furnish the necessary personnel to complete the project on a timely basis as contemplated by this Agreement.

**19. ASSIGNMENT**

A-E shall not assign any right, nor delegate any duty, under this Agreement, or any portion thereof, without the written consent of COUNTY, first had and obtained. Any attempted assignment or delegation without COUNTY's prior written consent shall be void.

**20. 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.

**21. NO WAIVER BY COUNTY**

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

**22. OWNERSHIP OF DOCUMENTS**

All drawings, designs, specifications, and other incidental architectural and engineering work or materials furnished hereunder shall be and remain the property of COUNTY, and may be used by COUNTY as it may require without limitation, without any additional cost to COUNTY. However, the A-E does not accept responsibility for County's use of its work under this Agreement for other projects.

**23. INSURANCE**

The A-E shall not commence services under this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by COUNTY. A-E shall ensure that all of its subcontractors at any tier and anyone directly or indirectly employed or otherwise retained by any of them shall obtain insurance subject to the same terms and conditions as set forth herein for A-E. However, for the term of this Contract, Subcontractors are required to provide \$1,000,000 combined single limit per occurrence with a \$2,000,000 aggregate for Commercial General Liability.

**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).



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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.

A-E shall be responsible for the payment of all deductibles. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

**C. A-E Professional Liability Insurance**

A-E shall purchase and maintain, at its own cost and expense and not as a reimbursable expense, professional liability insurance acceptable to the COUNTY in amounts set forth below, to protect it against claims that may arise out of or in relation to errors and/or omissions in A-E's services under this Agreement, specifically applicable to all services rendered by A-E under this Agreement including inspection and construction management. A-E 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 A-E gives written notice of the claim to the insurer during the policy period.

**D. A-E's Liability Insurance**

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

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

**E. Coverage Limits**

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

<u>Type of Coverage</u>	<u>Limits of Liability</u>
a) Professional Liability Insurance	\$1,000,000

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		\$2,000,000 annual aggregate
b)	Workers' Compensation	statutory minimum
c)	Employer's Liability Insurance	\$1,000,000
d)	Comprehensive General Liability Insurance	\$5,000,000 combined single limit per occurrence
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) A-E's Worker's Compensation, Comprehensive General Liability, and Automobile Liability Insurance policies shall contain the following endorsement: "This insurance shall not be canceled, reduced, or limited in scope of coverage or 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) A-E's professional liability insurance policy shall contain the following endorsement: "This insurance shall not be canceled, reduced, or limited in scope of coverage or 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) A-E's Worker's Compensation policy, and A-E's Comprehensive General Liability Insurance policies shall contain the following endorsement: "All rights of subrogation are hereby waived against the County of Orange and the members of the Board of Supervisors and elective or appointive officers or employees, when acting within the scope of their employment or appointment, and the County Districts and their Boards and Commissions, which are governed by the County Board of Supervisors."
- 4) A-E's Comprehensive General Liability Insurance and Automobile Liability Insurance policy shall contain the following language: "The County of Orange is added as an additional insured under this policy as respects any matter arising under, growing out of, or in any manner connected with the first named insured's services on the John Wayne Airport."
- 5) A-E's Comprehensive General Liability Insurance policy shall contain the following language: "It is agreed that any insurance available to the County of Orange will apply in excess of, and not contribute with insurance provided by this policy."

- 6) A-E's Comprehensive General Liability Insurance policy and 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**

A-E agrees to provide the COUNTY, within ten (10) working days after this Agreement has been approved by the Board of Supervisors, written documentation that A-E has complied with all insurance provisions. Such documentation shall include but not be limited to certificates of insurance and endorsements issued by authorized representatives of the insurers.

The A-E shall also provide the COUNTY, upon request, with the opportunity to review at the COUNTY's offices the General Liability and Professional Liability policies described herein and all endorsement(s) which evidence that COUNTY is insured as required herein and that A-E has complied with all insurance provisions of this Agreement. Failure by A-E to provide the COUNTY with the insurance policies described herein shall constitute a material breach of this Agreement. A-E agrees to keep such insurance in force and current certificates on deposit with COUNTY through the completion this Agreement. COUNTY shall retain the right at anytime to review the coverage, form, and amount of the insurance required hereunder, in accordance with the terms of the Agreement.

The COUNTY expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be deemed by the COUNTY as appropriate to adequately protect the COUNTY.

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

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

**H. Indemnity**

To the fullest extent permitted by law, the A-E shall defend, indemnify, and hold harmless the COUNTY, its officers and employees from and against any and all claims, 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 A-E. In the event an indemnitee is named as a defendant in any such lawsuit, the A-E shall, at the request of the COUNTY, represent the indemnitee with qualified counsel approved in writing by the COUNTY.

A-E's indemnity obligation shall not apply in the event of any loss, damage, or expense arising from the sole and /or active negligence or willful misconduct of the COUNTY or its agents, servants or independent contractors. If judgment is entered against A-E and the COUNTY by a court of competent jurisdiction because of the concurrent negligence of the COUNTY, its officers and employees, and the A-E, then the A-E and the COUNTY agree that such liability will be apportioned as determined by the trier of fact. Nothing in this Agreement shall be construed as authorizing any award of attorney's fees in any action on, or to enforce, the terms of this Agreement. The rights and obligations set forth in this section shall survive the termination or completion of this Agreement.

**24. ACCIDENTS**

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

**25. PATENT INDEMNITY**

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

**26. INDEPENDENT CONTRACTOR**

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

**27. SAFETY**

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

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

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

**28. NO ALTERATION OF AGREEMENT TERMS**

A-E has no authority to alter, modify, amend, or change the terms of this Agreement or any agreement entered into with COUNTY or any agreement for any work to be performed on or relating to this Project, except as provided in the paragraph entitled "CHANGES IN SCOPE OF SERVICES."

**29. COMPLIANCE WITH LAWS**

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

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

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

**30. AIRPORT SECURITY**

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

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

**A. Badge Acquisition**

Badge acquisition maybe required by the Airport. Issuance of a security badge(s), are for designated A-E personnel who will be working onsite at JWA, and engaged in the performance of work under this Contract. A-E and/or designated A-E personnel, must pass JWA's screening requirements, which include an F.B.I. Criminal History Records Check (\$27.00 fee per person) and a Security Threat Assessment (\$11.00 per person). Upon successful completion of the background checks, A-E's designated personnel will be required to attend a 3-hour Security Identification Display Area (SIDA) class and pass a written test. Those personnel who may be permitted by JWA to drive on the Airport Operations Area (AOA) perimeter road must also complete a Driver's Training class and written test.

JWA identification badges are not issued until designated A-E personnel have: 1) completed appropriate application forms and submitted proof of identity and employment eligibility, 2) passed both background checks, 3) completed and passed appropriate classroom training and 4) paid an identification badge fee of (\$10.00 fee per person).

The A-E should anticipate a minimum of five (5) business days to complete the security badge process if all requirements listed above are fulfilled by individual badge applicants in a timely manner. The A-E shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA), Transportation Security Administration and JWA. A-E's designated personnel must successfully complete the badge acquisition process, unless other arrangements have been coordinated by the County Project Manager. Cost for obtaining badges can be billed as a reimbursable item, but are exempt to any other added cost.

**B. Badge Holder Requirements and Responsibilities**

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

**JOHN WAYNE AIRPORT  
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All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge, or they are under escort by a properly badged individual. When working in a secure area, each badged person is responsible for challenging any individual who is not properly displaying a JWA issued or approved ID badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

The JWA security badge is the property of the County of Orange and must be returned upon termination of A-E personnel employment and/or termination or expiration of Contract at JWA. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will be issued.

**The JWA security badge is nontransferable.**

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

**31. NONDISCRIMINATION****A. Compliance with Regulations**

The A-E 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 A-E, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. A-E 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 A-E for work to be performed under a subcontract, including procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by A-E of A-E's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports**

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

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

**F. Incorporation of Provisions**

The A-E shall include the provisions of subparagraphs A through E of this paragraph in all of its subcontracts and other agreements pertaining to the work under this Agreement, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued thereto.

The A-E shall take such action with respect to any subcontract or procurement as the sponsor (COUNTY) or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, in the event A-E becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, A-E may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, A-E may request the United States to enter into such litigation to protect the interests of the United States.



**32. DISADVANTAGED BUSINESS ENTERPRISE (DBE)****A. Policy**

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.

**B. DBE Obligation**

The A-E agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The A-E shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**33. BUSINESS ETHICS**

A-E employees, agents, subcontractors, vendors (or their representatives) shall not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to (1) COUNTY representatives, employees, or their relatives, or (2) representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this project.

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

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

**34. NOTICES**

All notices shall be served on the Deputy Airport Director of Facilities at John Wayne Airport unless otherwise specified in this Agreement.

**35. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT FORMS**

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

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

In addition, all contractors must provide:

- A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- A certification that the contractor 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 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 Contractor 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 the contract.

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

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

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

(Additional sheets may be used if necessary)

**CHILD SUPPORT ENFORCEMENT CERTIFICATE**

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

\_\_\_\_\_  
*Signature \** *Please Print Name*

\_\_\_\_\_  
*Title* *Date*

\_\_\_\_\_  
*Signature* *Please Print Name*

\_\_\_\_\_  
*Title* *Date*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Project Number*

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

**JOHN WAYNE AIRPORT  
PROJECT NO. 031-1900-Pavement**

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

DATED: \_\_\_\_\_

COUNTY OF ORANGE

By \_\_\_\_\_  
Chair of the Board of Supervisors

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

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

ARCHITECT-ENGINEER

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

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

APPROVED AS TO FORM:  
COUNTY COUNSEL

By Richard P. Queno  
Deputy

Date 3/3/2011

**Attachment B**  
**A-E SCOPE OF SERVICES**

**SUBJECT: On-Call Professional Architect-Engineer (A-E) Services for Facilities/Airport Engineering Projects**

**I. A-E SCOPE OF WORK**

The possibility of a variety of emergency conditions occurring on the airfield that could shut down air carriers, general aviation, and/or essential facilities at the Airport is the basis for contracted staff. A-E working under the on-call A-E contract for professional engineering services is expected to be available on short notice (less than two hours) to respond to emergency conditions on the airfield and/or essential facilities at John Wayne Airport. Conditions that could interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and John Wayne Airport. This contract is to provide Pavement Engineering services to maintain JWA in a safe, operable condition at all times. In addition, scope of this contract shall provide A-E services for capital projects, to ensure that conditions do not arise that could interrupt construction or the operation of essential facilities. A-E shall provide necessary professional Traffic A-E shall provide necessary professional Pavement Engineering services and shall be available on short notice to make recommendations to correct pavement related problems. The open contract is also for miscellaneous small projects that are anticipated, but are not yet defined. These small projects are mainly changes to existing runways and taxiways due to changes in use, new requirements, verification of field conditions, updating or correction of record drawings, and pavement analysis.

**II. A-E SCOPE OF WORK SERVICES**

A-E services shall include services customarily performed by a Pavement Engineer including, but not limited to the following:

**A. Services**

1. Use engineering techniques and the knowledge of soils, hydraulics, and materials properties to design flexible (asphalt) and rigid (concrete) pavements that are appropriate for conditions as required.
2. Inspection and analysis of pavement conditions.
3. Recommendations to correct poor pavement conditions.

4. Updating record drawings.
5. Identification of pavement failures and their causes.
6. Peer review of submitted plans and specifications.
7. A-E shall perform related Pavement Engineering services at John Wayne Airport, as required.

**B. TSA Personnel Identification Requirements**

Architect-Engineer personnel identification requirements when working in secured areas of the Airport include the following:

1. The TSA requires all persons working within the Airport to be badged (Only as required by the Airport). This requires that each individual have an appropriate badge worn in full view at all times. The badge will display a picture of the individual, their name, and other required information. The individual will be required to pass an FBI background check that includes fingerprinting, and attend and pass a Security Identification Display Area (SIDA) class. Also, the individual will be required to pass an airfield driving test for a permit to drive on the airfield, if required by JWA. Pending approval by JWA, training and badging can be charged to the A-E open contract.
2. John Wayne Airport requires all A-E vehicles on the Air Operations Area (AOA) to be identified by a hangtag issued by Airport Operations.

**C. TSA Security and FAA Safety Requirements**

1. Security:

Every person must be badged, or be in the presence of a badged person, at all times when in a secured area (airfield or structure). Each badge applicant will be photographed and fingerprints will be taken for Federal and TSA security records. The time required for badging may be charged to the A-E open contract as approved by JWA.

All equipment and vehicles must be identified with their company logo and have an FAA flag on the equipment and/or vehicle when needed. If Airport Maintenance cannot furnish an FAA flag, purchase of an FAA flag is to be a reimbursable item.

2. Safety:

Most safety requirements are related to the AOA. Aircraft always have the right-of-way. Vehicles/equipment must halt and wait until the aircraft has moved out of the area. Speed limit is 10 mph on the airfield unless otherwise posted.

All personnel are to be accompanied by someone familiar with Airport safety and security requirements. Also, any person working in close proximity to aircraft must take great care to protect aircraft from any damage. Cost of repair of any damage to aircraft will be charged to the responsible party and may be several hundred thousand dollars.

Every person on the AOA must obey orders by the Airport escort in regard to safety. Every person on the AOA has the responsibility, when in doubt, to ask questions for clarification of safety requirements.

**III. REFERENCE INFORMATION**

- A. Record drawings (where available) and the contract files from the original construction.
- B. Studies and related documents completed by the County in recent years that contain information beneficial in the technical research of the project areas under the Scope of Work.

**IV. JOHN WAYNE AIRPORT A-E GUIDE**

Services will be in accordance with the latest FAA Advisory Circulars, which contain mandatory FAA criteria.

**V. ENERGY CONSERVATION**

Not applicable to emergency projects.

**VI. CODES**

All of A-E's plans and specifications shall meet all federal, state, and county applicable codes, federal and State of California criteria for the physically handicapped, as well as applicable requirements of the State Department of Industrial Safety and the Federal Aviation Administration for Airport Construction.



**VII. LEGAL REQUIREMENTS**

All work will conform to the requirements of the Business and Professional Code.

**VIII. COORDINATION**

All work is to be coordinated through the Project Manager assigned by the Airport's Deputy Airport Director of Facilities.

**IX. GRAPHICS**

A-E shall provide graphics for any and all projects under this Scope of Work.

**ATTACHMENT C**

**SCHEDULE OF FEES FOR  
PAVEMENT ENGINEERING SERVICES  
FOR  
JOHN WAYNE AIRPORT**

February 3, 2011

Mr. William D. Mohler, A/E Project Manager  
John Wayne Airport  
Eddie Martin Administration Building  
3160 Airway Avenue  
Costa Mesa, California 92626

RE: ARCHITECT-ENGINEER PAVEMENT SERVICES  
PROJECT NO. 031-1900

Dear Mr. Mohler:

Per your request, we are providing herein the Transmittal Letter, Price Proposal, List of Subconsultants, and Insurance Requirements to include in the contract language for the John Wayne Airport Architect-Engineer Pavement Services Project No. 031-1900. RMA Group is willing to enter into the John Wayne Airport Agreement for Architect-Engineer Services. Please contact me as follows to address any questions or clarifications regarding any of the items provided.

**A. Firm Information**

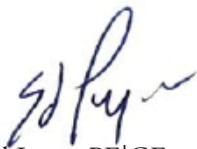
RMA Group  
12130 Santa Margarita Court  
Rancho Cucamonga, CA 91730  
F: 909.989.4287  
E: [elyon@rmacompanies.com](mailto:elyon@rmacompanies.com)

**B. Contact Person Information**

Ed Lyon, PE|GE  
President/ Project Manager  
T: 909.989.1751  
C: 909.322.5415

Thank you for selecting RMA Group for this important project. We look forward to partnering with you to achieve success on this contract.

Sincerely,



Ed Lyon, PE|GE  
President



## Proposed Subconsultant Firms

Subconsultant	Area of Responsibility	Hourly Rates
n/a		