

**COUNTY OF ORANGE
JOHN WAYNE AIRPORT
AGREEMENT FOR
ARCHITECT-ENGINEER SERVICES**

PROJECT: Airport Operations Center

PROJECT NO: P409

THIS AGREEMENT (“Agreement”), is made and entered into on the _____ day of _____, 2017, between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “JWA,” and IDS Group, Inc. hereinafter referred to as “A-E”. 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 upon the date of award as evidenced by the County of Orange Board of Supervisors Minute Order awarding this Agreement (Contract Award Date). The A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by COUNTY. The A-E shall have 7 days from the Contract Award Date to submit complete insurance documents, and COUNTY may take up to 14 days to approve said insurance. Also, A-E may not work on the site until its Safety Plan is approved by the COUNTY. The Term of the Agreement is **704** days, reference Section 4, Time of Performance.

2. A-E SCOPE OF SERVICES

A-E shall diligently perform in a competent and professional manner those tasks and duties set forth in Appendix 1 - Scope of Services, attached hereto, in the time set forth in the Article titled “Time for Performance” below. The attached Appendix 1 – Scope of Services is hereby incorporated into this Agreement by reference. COUNTY, at its discretion, may reduce, limit or amend the Scope of Services and the corresponding costs upon written notification to A-E as described in the Article titled “Changes in Scope of Services” of this Agreement.

3. LIMITATIONS OF AUTHORITY

A-E shall not become involved in areas of responsibility outside of the Scope of Services unless specific exceptions are established by JWA in writing. A-E shall not:

- A. Exceed, or authorize deviation from JWA’s Budget
- B. Exceed, or authorize deviation from JWA’s Schedule
- C. Authorize any work that may involve cost or schedule impacts to the COUNTY
- D. Authorize change orders
- E. Provide superintendence of the construction work
- F. Provide expediting services for the Contractor
- G. Provide advice to the Contractor regarding construction techniques or sequences of construction unless specifically outlined in the Construction Documents

Additionally, A-E has no authority to amend any contract between COUNTY and any other party.

4. TIME FOR PERFORMANCE

The A-E shall submit for the COUNTY's approval a cost-loaded Project Schedule for the performance of the A-E's Basic Services per the Scope of Services attached. The Project Schedule shall be submitted within 14 days of the Contract Award Date. The Project Schedule shall be prepared using Primavera 6 or Microsoft Project. The Project Schedule shall include allowances for periods of time required for the COUNTY's review and for approval by authorities having jurisdiction over the Project. A-E shall comply with the time limits and milestones established in the Project Schedule approved by the COUNTY. Reference Section 1, Term of Agreement.

The deliverables schedule is as follows:

Deliverables	Estimated
Site Investigation (Task 1-12)	Approval of contract + 30 days
100% Schematic Design (Task 1-12)	Approval of contract + 60 days
100% DD Constructability/Biddability (Task 1-12)	Approval of contract + 90 days
50% CD Constructability/Biddability (Task 1-12)	Approval of contract + 120 days
Final Documents/90% CD Constructability/Biddability (Task 1-12)	Approval of contract + 150 days

Construction Administrative Support (Task 13)	Approval of contract + 704 days
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Should it become necessary to revise the Project Schedule, A-E shall request approval of such revision in writing. If such schedule revision is approved by JWA, then the revised schedule will be referred to as the Revised Project Schedule.

5. COORDINATION OF DRAWINGS

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

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

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

6. RECORD DRAWINGS

A-E shall provide Record Drawings, to the satisfaction of JWA, showing the as-constructed condition of the Project on archive quality mylar sheets (30" x 42"), and in digital format, including PDF and Microstation. Record Drawings shall incorporate all changes in the work made during construction, based on marked-up prints, as-built drawings provided by the Contractor, shop drawings and other data known by the A-E, and shall accurately reflect the final construction of the work. Record Drawings shall include without limitation the following systems: architectural, structural, civil, mechanical electrical, plumbing, fire protection, security, landscape, and others as applicable. A-E shall provide the Record Drawings to COUNTY promptly after the completion of construction. A-E shall upload

Record Drawings in PDF format into the “Oracle Primavera Unifier Project Document Management System” (Unifier), labeled and organized in a format acceptable to JWA.

7. COMPENSATION FOR SERVICES

A. Compensation and Reimbursable Expenses

COUNTY shall pay to A-E for performance of this Agreement the **lump sum amount of \$414,464.00 for Tasks 1-12, and the time & material amount of \$113,649.00 for Task 13, with a combined total of \$528,113.00**, for A-E’s approved services in accordance with the Scope of Services. Payment requests must be submitted via the electronic project document management system Oracle Primavera Unifier (Unifier) in the manner and form approved by COUNTY. The COUNTY shall review each application for payment. Each application for payment must include:

- 1) A status report in a format acceptable to JWA indicating the work that was performed during the billing period. Report shall include date work performed, location of work, and a description of the work with actual quantities.
- 2) Any other administrative documentation required under the Contract Documents.

The submittal of the above documents shall be a condition precedent to the COUNTY’s obligation to process each monthly payment request.

Within 30 days following COUNTY’s approval of the A-E’s undisputed and properly-submitted payment request, COUNTY shall pay to the A-E a sum of all the undisputed services covered by the payment request less all previous payments. Payments shall not be considered as COUNTY’s acceptance of any part of the services.

A-E shall only be entitled to payment for work as directed by COUNTY and completed by A-E within its Scope of Services as set forth in Appendix 1 – Scope of Services. In no event shall A-E be entitled to compensation and reimbursement that would result in the total payment by the COUNTY under this Agreement exceeding the agreement amount stated above, unless change order(s) or amendment(s) to this Agreement have been approved by COUNTY, pursuant to the Article titled “Changes in Scope of Services”.

Compensation for services by task are summarized in the following schedule of fees

Attachment A
JOHN WAYNE AIRPORT
AIRPORT OPERATIONS CENTER
PROJECT NO. P409
IDS GROUP

including whether the task is lump sum or a time and materials not to exceed amount.

Tasks	Amount
Task 1 Temporary/Redundant Airport Operations Center in Old Fire Station (Building 366)	\$47,942.20
Task 2 Temporary/Redundant BPOC in Maintenance Building (and Temporary/Redundant Airport Operations Center evaluation)	\$39,345.58
Task 3 Expand Computer Room and Related Storage (A-01 and A-02)	\$47,486.58
Task 4 Relocation and Start-Up of Back-Up Airport Operations Center (366 Paularino Ave)	\$0
Task 5 Renovate Terminal A spaces for Airport Operations Center, Situation Room, Maintenance BPOC and Maintenance Support Spaces (A-06, A-09, A-10 & A-11)	\$51,516.58
Task 6 Renovate Terminal A spaces for Operations and related storage (A-03)	\$31,297.58
Task 7 Renovate Terminal A spaces for OPS Supervisors and Public Affairs offices (A-13 through A-18)	\$31,606.58
Task 8 "Record Drawing" Revit Model for Terminal A areas of work.	\$45,726.58
Task 9 Presentations, Plans, CM Review and Plan Check	\$36,606.58
Task 10 Specifications	\$31,902.58
Task 11 Interface with JWA Stakeholders Throughout the Project	\$26,692.58
Task 12 Kickoff and Project Meetings with JWA Project Management Throughout Document Preparation Phase	\$24,340.58

Attachment A
**JOHN WAYNE AIRPORT
 AIRPORT OPERATIONS CENTER
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 IDS GROUP**

Task 13 Airport Operations Center Improvements Construction Administration	\$113,649.00
TOTAL LUMP SUM AMOUNT (Task 1-12)	\$414,464.00
TOTAL TIME AND MATERIAL (Task 13)	\$113,649.00
TOTAL AMOUNT	\$528,113.00

B. Rates for A-E’s Personnel

Where services in the Agreement are to be performed to on a Time and Materials basis (T&M) the COUNTY agrees to compensate A-E for services performed by its personnel based on the hourly rates set forth in Appendix 2 - Hourly Rate Schedule 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 A-E a lower rate for any given job classification based on the qualifications of the candidate being considered for that job classification.

C. Labor Cost Projections and Cost Control

A-E shall exercise diligent effort to maintain best management practices in 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 to A-E’s Scope of Services or cost.

With each monthly request for payment, or as frequently as COUNTY may otherwise consider appropriate, A-E shall submit to JWA its personnel’s labor hours and cost expenditures for hourly-based time and material services of the scope of services for prior service periods and projections for upcoming service periods, and shall report potential variances, if any, in expenditures and productivity which may result in the exhaustion of funds in the Agreement prior to its full term. A-E shall promptly submit a request for change order or amendment for JWA’s review if A-E becomes aware of conditions or circumstances that may warrant a change in any of the Scope of Services, or which may cause labor productivity and/or expenditures to vary measurably.

D. Reimbursable Expenses

Other than as provided below, reproduction expenses incurred by A-E for A-E’s own in-house reproduction will not be reimbursed by COUNTY. The A-E’s invoice shall not include, any items deemed by the COUNTY as overhead expenses. A-E expenses beyond the schedule of fees or outside the Reimbursable Expenses enumerated below will not be considered. This includes, but is not limited to, travel, mileage or other expenses deemed by the COUNTY as overhead. A-E shall invoice hourly-based service fees in accordance with Appendix 2 – Hourly Rate Schedule, in proportion to the work

completed and to the extent that outside consultants, sub-consultants, and approved direct project expenses have been approved by JWA. Other reimbursable expenses that may be required are subject to prior written approval by JWA.

A-E 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 A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by JWA. All special equipment purchased by A-E under this subsection shall become the property of JWA at the termination of this Agreement.
- 2) The actual cost of third-party tools and software recommended by A-E and approved in writing by JWA. Third-party 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 incurred by A-E in performance of this Agreement.
- 5) Air travel and lodging costs shall be reimbursed only if approved in advance and 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.
 - 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 business or personal vehicle during the conduct of business within the Scope of Services of this Agreement shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and JWA, as well as mileage within JWA's property, will not be reimbursed.
- k) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- l) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

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

E. Request for Payment

Services under this Agreement shall be billed monthly using JWA's "Progress Payment Request" form provided by JWA and/or other electronic format of "Progress Payment Request" approved and made available by JWA, via Unifier. Approved and authorized reimbursable expenses shall be included in the payment request. A-E will not be entitled to any mark-up on reimbursable expenses. A-E 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 in Appendix 1 – Scope of Services.

A-E shall submit the invoice as a record into Unifier with the following documents attached as electronic backup. Payment documentation shall include customary information in a format acceptable to JWA including, but not limited to:

- 1) Signed payment request cover sheet.
- 2) Time and material services shall include timesheets including; employee name, hours worked, service dates for hourly fee services certified by A-E's authorized designee.
- 3) Up-to-date running account of hours and cost for the project and projections through project completion, including personnel, hours and rates.

- 4) Itemized reimbursable expenses and receipts. Summary of reimbursable expenses with totals. Authorization letters for approved Reimbursable Expenses.
- 5) Progress Report: Each activity of A-E and staff must be defined by their job title and description of work completed.
- 6) 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.

COUNTY will pay A-E a fee on an hourly basis subject to the respective not-to-exceed limits for services performed based on the hourly rates set forth. Fees for Architect-Engineer Services shall be in accord with the hourly rates set forth in Appendix 2 – Hourly Rate Schedule, except as provided in the Article titled Changes in Scope of Services. 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.

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

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 the COUNTY's Auditor/Controller before payment may be made.

8. 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 Scope of Services. The cost for work and reimbursable expenses that are part of changes in scope of services shall be billed in accordance with the Article titled Compensation for Services above. 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. If changes in Scope of Services cause an increase in costs and/or time, compensation shall, at COUNTY's discretion, be based either on a negotiated fixed fee or an hourly rate basis with a not-to-exceed amount using the hourly rates set forth in Appendix 2 – Hourly Rate Schedule.

If A-E 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. A-E shall present to COUNTY a detailed request for change in Scope of Services or compensation or other conditions from what is set forth in this Agreement. COUNTY shall be provided sufficient time for the review, analysis, processing, and issuance of written change order(s) or

amendments(s). COUNTY may reject A-E's request for change, propose a revision to the requested change, or approve such change as requested by the A-E. If changes in Scope of Services cause an increase in costs and/or time, compensation shall, at COUNTY's discretion, be based either on a negotiated fixed fee or an hourly rate basis with a not-to-exceed amount using the hourly rates set forth in Appendix 2 – Hourly Rate Schedule.

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.

9. A-E'S PERSONNEL

A. Assigning Personnel

Throughout the term of this Agreement, the A-E shall provide those personnel qualified to perform the required Scope of Services upon the Project. Upon request by COUNTY, A-E 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.

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

A-E 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, job title and the person's specific hourly billing rate.

B. Assigned Personnel

Reassignment of A-E's personnel requires prior written consent by JWA. A-E 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 A-E to remove from the Project any of its personnel assigned to the performance of the Scope of Services. A-E shall remove such person(s) from the Project promptly after request from JWA. The A-E shall make its best efforts to replace any person so removed within 7 days with a person of like qualifications acceptable to COUNTY. Alterations to A-E's staff at COUNTY's request do not constitute changes to the Scope of Services.

D. Qualifications/Licensing

A-E 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.

A-E and each of its sub-consultants 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 shall promptly inform COUNTY of any lapse of license, investigation, or disciplinary action against A-E, its employees, or its sub sub-consultants on this project.

E. Organization/Assignments

Within 14 days of the execution of this Agreement, A-E shall prepare and submit to JWA an organizational chart detailing A-E's Project activities by employee name, job title, and organizational unit, and showing lines of command and responsibility. A-E 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

Within 14 days of execution of this Agreement, A-E shall provide JWA a list of employees on the Project, including employee names, job titles, assignments, and rates of pay. A-E shall submit this list with each monthly pay request. COUNTY reserves the right to withhold payment from A-E's pay requests until such information is submitted. If any of A-E's staff change, A-E shall submit a revised list of employees.

G. 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, minimum wage, unemployment insurance, hours of labor, services, working conditions, equality in employment, and like subjects affecting employers engaged in public projects.

10. SUBCONSULTANTS

The retention by the A-E of any sub-consultant that is different from those noted in Appendix 2 – Hourly Rate Schedule shall be approved in writing by the COUNTY. A-E shall ensure that the contract for each of its sub-consultants providing services on this Project contain the requirements set forth in the following articles of this Agreement:

“Accounting Records/Audit”; “Nondiscrimination”; and “County of Orange Child Support Enforcement”.

COUNTY may, at its sole discretion, require A-E to remove from the Project any of its sub-consultants 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 sub-consultants.

A-E shall pay each sub-consultant in the time periods required by law. Any sub-consultants employed by A-E shall be independent and not agents of the COUNTY. A-E shall ensure that its sub-consultants satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

11. NON-EMPLOYMENT OF COUNTY EMPLOYEES BY A-E

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

12. EMPLOYMENT ELIGIBILITY VERIFICATION

The 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 Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The 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. The A-E shall retain all such documentation for all covered employees for the period prescribed by the law. The A-E 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 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 Agreement.

13. OWNERSHIP OF DOCUMENTS

All documents, drawings, designs, plans, specifications, models, schedules, estimates, and other A-E work or materials in all forms and media pertaining to A-E’s Scope of Services 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, A-E does not accept responsibility for COUNTY's use of A-E's work under this Agreement for other projects.

A-E will provide all such work and materials to COUNTY upon request, including copies of all work or materials prepared in electronic or digital format on computer disk or other applicable media. The rights and obligations of this Article shall survive the termination or completion of this Agreement.

14. CONFIDENTIALITY

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

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

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

15. 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 A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this Agreement. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.

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

A-E 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.

16. 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 A-E in connection with this Agreement, any and all amounts owed by A-E to COUNTY in connection with this Agreement. COUNTY will provide A-E with written notice including justifications of amounts withheld.

17. 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 and shall make its best efforts to notify A-E prior to the A-E'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 Article.

18. TERMINATION FOR CONVENIENCE

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

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

19. TERMINATION FOR DEFAULT

Notwithstanding any other provision of this Agreement, if A-E 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 cause and the date of termination.

In the event of such termination, COUNTY shall pay A-E 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 A-E's failure to perform. Such payment shall be A-E's sole remedy against the COUNTY. The COUNTY may set off against and deduct from any amounts payable to A-E all damages suffered by COUNTY due to any such default and failure to perform by A-E. If COUNTY has, as of the date of the termination of this Agreement, already paid A-E an amount which exceeds the amount which may be due to A-E, A-E shall refund to COUNTY the excess amount promptly after notice from COUNTY.

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

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

In the event COUNTY does not insist upon strict performance by A-E, or waives one or more of A-E's defaults, such event(s) 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 a default on any future occasion, nor will such be deemed to amend or modify the terms of this Agreement. Nothing in this Article shall be construed or deemed to be a waiver of any remedy in law or in equity that COUNTY may have.

20. OBLIGATIONS UPON TERMINATION

In the event of termination for convenience or for default, the A-E 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. A-E shall insert in any contract with a sub-consultant that the sub-consultant shall stop services on the date of and to the extent specified in a notice of termination, and shall require all sub sub-consultant 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 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, 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 services, 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 services 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 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 sub-consultants at any tier to insert the same in any lower tier contracts.

21. RESPONSIBILITY FOR DAMAGES OR INJURY

COUNTY and its officers and employees 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 sub-consultants at any tier, or any of their workers, agents or anyone employed or otherwise retained by them or for which they may be deemed responsible.

22. 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.

23. SUSPENSION OF SERVICES

A. COUNTY's Options

The COUNTY, at its sole discretion, may at any time by written notice to A-E suspend further performance of all or any portion of the services by A-E. Said notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such notice of suspension, A-E shall promptly suspend further performance of the 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 A-E has on hand for performance of the services.

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 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 A-E specifying the effective date and scope of withdrawal, and A-E 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 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, compensation, or claims shall be payable or owing by COUNTY to A-E for any interruption or cessation of A-E's business, or loss of income arising from any suspension or withdrawal of suspension.

24. A-E'S REVIEW OF PROJECT DOCUMENTS AND FIELD CONDITIONS

A-E 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 Project, that A-E will visit the job site and examine the actual job conditions and limitations of the Project, and that A-E will obtain information sufficient to allow it to proceed with the Scope of Services described herein. A-E is and will be relying strictly and solely upon its own such review and examinations and the advice and counsel of its agents and officers. A-E 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.

25. ACCOUNTING RECORDS/AUDIT

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 3 years after final payment under this Agreement.

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 Article. The COUNTY or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of 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, sub-consultants, 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; (5) 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 Article 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 sub-consultants, and shall require sub-consultants to include a clause in its agreements with sub-subconsultants which reserves the right for a COUNTY representative to audit any cost, payment or settlement resulting from any items set forth in this Agreement, during the performance of this Agreement and for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later. This clause shall also require sub-consultants to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

If an audit or examination in accordance with this Article discloses overpricing or overcharges (of any nature) by the A-E to the COUNTY in excess of 1% of the total contract 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 the Article titled “Right to Offset” of this Agreement, for collection of any reimbursements due to the COUNTY as provided for in this Article.

26. 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. Any attempted assignment or delegation without COUNTY’s prior written consent shall be void.

27. SOLE AND ONLY AGREEMENT

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

28. NO 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 Article titled “Changes in Scope of Services”.

29. NO WAIVER BY COUNTY

In the event the COUNTY does not insist upon strict performance by A-E 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.

30. INDEMNITY

To the fullest extent permitted by law, the A-E shall defend, indemnify, and hold harmless the COUNTY, its officers and employees (collectively referred to as “indemnitees” or individually as “indemnitee”) 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(s) is/are named as a defendant(s) in any such lawsuit, the A-E shall, at the request of the COUNTY, represent the indemnitee(s) 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 Article shall survive the termination or completion of this Agreement.

31. PATENT INDEMNITY

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

32. ERRORS AND OMISSIONS AND NEGLIGENT PERFORMANCE

In the event of errors or omissions, or negligent performance by the A-E 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 A-E. Any COUNTY payment to the A-E shall not be deemed or construed as acceptance or waiver by COUNTY of errors or omissions or negligence by the A-E.

33. DELAY

A. Excuse

If A-E is delayed in performing any obligation under this Agreement by acts of civil or military authority, fires, floods, or earthquakes beyond the reasonable control of A-E, 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 Article 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 Agreement or excuse a failure by A-E to resume performance of its obligations hereunder as promptly as possible upon termination of delay.

D. Recovery Plan

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

34. INSURANCE

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all sub-consultants performing work on behalf of A-E pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

A-E shall ensure that all sub-consultants performing work on its behalf, pursuant to this agreement, shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow sub-consultants to work if sub-consultants have less than the level of coverage required by COUNTY from A-E under this agreement. It is the obligation of A-E to provide notice of the insurance requirements to every sub-consultant and to receive proof of insurance prior to allowing any sub-consultants to begin work. Such proof of insurance must be maintained by A-E through the entirety of this agreement for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any deductible or SIR in an amount in excess of \$25,000 (\$5,000 for Automobile Liability) shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon

review of A-E's current audited financial report. A-E shall be responsible for reimbursement of any deductible to the insurer.

If the A-E fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

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

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A Primary Non-Contributory endorsement evidencing that the A-E's insurance is primary and any insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

A-E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Contract.

If A-E's Professional Liability policy is a "claims made" policy, A-E shall agree to maintain Professional Liability coverage for Two (2) years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by Project Manager or the agency/department Facilities Division, award may be made to the next qualified vendor.

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

COUNTY shall notify A-E in writing of changes in the insurance requirements. If A-E does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

35. ACCIDENTS

All known job site and other project-related accidents, injuries, and illnesses sustained by A-E's or sub-consultants' employees who require medical attention (other than basic 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.

36. INDEPENDENT CONTRACTOR

A-E is an independent contractor. Nothing in this Agreement shall be deemed to make A-E, its sub-consultants, 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.

37. SAFETY PLAN

The A-E 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 Federal Aviation Administration (FAA) services, safety, and health rules governing the conduct of its employees, agents, and sub-consultants at and about the Project job site. A-E agrees that it shall ensure that its supervisory personnel, employees, agents, and sub-consultants 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. A-E shall comply fully with such rules as revised in accordance with the foregoing provisions.

38. 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. If the A-E or its sub-consultants perform any work that is contrary to laws, statutes, ordinances, building codes, and rules and regulations applicable to the Project, the A-E shall assume full responsibility for such work and shall indemnify and hold COUNTY harmless for all costs, losses or damages attributable thereto.

39. BUSINESS ETHICS

A-E employees, agents, sub-consultants, 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 sub-consultants, 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 sub-consultants 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 sub-consultants, 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 Article.

40. FEDERAL REQUIREMENTS

A. Nondiscrimination

1) Compliance with Regulations

The A-E shall comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) Nondiscrimination

The A-E, with regard to the services performed by it during the Agreement, shall not discriminate on the grounds of race, sex, color, religion, creed, ancestry, marital status, age, disability, or national origin in the selection and retention of sub-consultants, 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.

The A-E agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the A-E and sub-tier consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3) Solicitations for Subcontracts, including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation, made by A-E for services to be performed under a subcontract, including procurement of materials or lease of equipment, each potential sub-consultant 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, disability, or national origin.

John Wayne Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

4) 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 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.

5) Sanction 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:

- a) Withholding of payments to A-E under the Agreement until A-E complies, and/or
- b) Termination or suspension of the Agreement, in whole or in part.

6) Incorporation of Provisions

The A-E shall include the provisions of subsections 1 through 5 of this Article 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 A-E 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 A-E becomes involved in, or is threatened with, litigation with a sub-consultant, 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.

7) List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the A-E, for itself, its assignees, and successors in interest (hereinafter referred to as the "A-E") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons

displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and sub-consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. Disadvantaged Business Enterprise

1) DBE Policy

It is the policy of John Wayne Airport, under the direction of its governing body, the Orange County Board of Supervisors, to promote the objectives of the Department of Transportation with respect to the participation of Disadvantaged Business Enterprises (DBEs) in DOT – assisted contracts. This policy has been formulated to comply with 49 CFR Part 26. The objectives of the program are as follows:

- a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department’s highway, transit, and airport financial assistance programs;
- b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- c) To ensure that the Department’s DBE program is narrowly tailored in accordance with applicable law;
- d) To ensure that only firms that fully meet this part’s eligibility standards are permitted to participate as DBEs;
- e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- f) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients;
- g) To assist the development of firms that can compete successfully in the marketplace outside the DBE programs; and
- h) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

John Wayne Airport has in the past, as a matter of both principle and law, established an Affirmative Action Program to ensure that no person is discriminated against on the grounds of race, color, national origin or sex in any program associated with the Airport. John Wayne Airport administers a DBE program in compliance with 49 CFR Part 26.

2) 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 sub-consultants 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.

3) Assurances

The A-E, sub-recipient or sub-consultants shall not discriminate on the basis of race, sex, color, religion, creed, ancestry, marital status, age, disability, or national origin in the performance of this contract. The A-E shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the A-E to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

C. Energy Conservation Requirements

A-E and Sub-consultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

D. Federal Fair Labor Standards Act

All A-E contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The A-E has full responsibility to monitor compliance to the referenced statute or regulation. The A-E must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. Occupational Safety and Health Act of 1970

All A-E contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. A-E must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The A-E retains full responsibility to monitor its compliance and their sub-

consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). A-E must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

F. Trade Restriction Certification

By submission of an offer, the A-E as Offeror certifies that with respect to this solicitation and any resultant contract, the A-E -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The A-E or Offeror must provide immediate written notice to the Owner if the A-E or Offeror learns that its certification or that of a sub-consultants was erroneous when submitted or has become erroneous by reason of changed circumstances. The A-E must require sub-consultants provide immediate written notice to the A-E if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an A-E, Offeror or sub-consultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose sub-consultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an A-E is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The A-E agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The A-E may rely on the certification of a prospective sub-consultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the A-E has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the A-E or sub-consultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

G. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the A-E and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

H. Texting when Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the A-E to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The A-E must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

I. Debarment and Suspension

1) Certification of A-E, Consultant Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder, offeror or A-E certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2) Certification of Lower Tier Consultants Regarding Debarment

The successful A-E, by administering each lower tier sub-consultant that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this project. The successful A-E will accomplish this by:

- a) Checking the System for Award Management at website:
<http://www.sam.gov>
- b) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Consultant), above.
- c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

J. Certification Regarding Lobbying

The A-E, bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the A-E, Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the A-E or its sub-consultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The County will provide A-E written notice that describes the nature of the breach and corrective actions the A-E must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to A-E until such time the A-E corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which A-E must correct the breach. Owner may proceed with termination of the contract if the A-E fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

L. Clean Air and Water Pollution Control

A-E agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The A-E agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A-E must include this requirement in all sub-tier contracts that exceed \$150,000.

41. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, A-E is required to provide the following information as listed on the forms found in Appendix 3 – Child Support Enforcement:

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

In addition, the A-E must provide:

- A certification that the A-E has fully complied with all applicable Federal and State reporting requirements regarding its employees, and
- A certification that the A-E has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Information provided shall be transmitted to the COUNTY's Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the requesting agency.

Failure of the A-E to submit the data and/or certifications required above or to comply with all Federal and State reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60

calendar days of notice from the COUNTY shall constitute grounds for termination of this Agreement.

(JWA Child Support Enforcement documents found at the end of this Agreement)

42. JWA INFORMATION TECHNOLOGY NETWORK

- A. The County will provide connection to its information technology network in support of A-E's required access to JWA's electronic project management system Unifier (Unifier). Prior to gaining access to the County's information technology network and Unifier, A-Es personnel shall first acknowledge the County of Orange Information Technology Usage Policy and complete and submit the required IT Services Request Forms to JWA. The Information Technology Usage Policy and IT Services Request form can be found in Appendix 4 – Information Technology Network.
- B. The A-E shall submit to the COUNTY a completed JWA User Access Request form at least seven days prior to A-Es need for access to JWA's information technology network. A 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 provide Unifier system training following receipt of the JWA User Access Request form. A-E shall arrange Unifier training for its staff with the JWA project manager. JWA will create a user ID with approved access rights and provide an initial password to the user in a secure manner.

43. AIRPORT SECURITY

The A-E'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 A-E 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. A-E shall verify actual fees with JWA's badging office). All actual fees shall be borne by A-E. A-E'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 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 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 A-E'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.

The JWA security badge is nontransferable.

In the event that an A-E's badge is not returned to JWA upon termination of A-E's personnel employment and/or termination or expiration of this Agreement, 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.

44. 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.

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

45. 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.

46. NOT USED

47. INTERPRETATION

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

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.

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.

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.

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

48. 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.

49. HEADINGS

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

50. NOTICES

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

For County of Orange
JOHN WAYNE AIRPORT

For Architect-Engineer
IDS Group

Attachment A
**JOHN WAYNE AIRPORT
AIRPORT OPERATIONS CENTER
PROJECT NO. P409
IDS GROUP**

Attn: Mr. Barry Rondinella, Airport Director
3160 Airway Avenue
Costa Mesa, CA 92626

Attn: Said Hilmy
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

Appendices to Agreement:

Appendix 1 - Scope of Services

Appendix 2 - Hourly Rate Schedule

Appendix 3 - County of Orange Child Support Enforcement Notification Requirements

Appendix 4 – Information Technology Network

SIGNATURE PAGE TO FOLLOW

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

DATED: _____

COUNTY OF ORANGE

By: _____
Chairman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec 25103, Reso 79-1535

Robin Stieler
Clerk of the Board
County of Orange, California

ARCHITECT-ENGINEER

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By 
Deputy

Date 8.3.2017

APPENDIX 1
SCOPE OF SERVICE
AIRPORT OPERATIONS CENTER
PROJECT NO. P409

1. INTRODUCTION

The Architect-Engineer (A-E) services scope of services for the **Airport Operations Center** at John Wayne Airport (JWA) shall be as indicated in the Request for Proposal (RFP) and as herein indicated.

The scope of work for the construction documents includes numerous improvements to the existing Thomas F. Riley Terminal A, Old Fire Station (366 Paularino Ave), and Maintenance Building (3180 Airway Ave) at John Wayne Airport.

These improvements include: Temporary/Redundant Sheriff Airport Operation Center in the Old Fire Station (or possibly the Maintenance Building), Temporary/Redundant BPOC in the Maintenance Building, and renovation of approximately 3,500 square feet of office related area in Terminal A Administration suite for Airport Operations Center, Maintenance/BPOC spaces, computer room, Operations spaces, and Public Affairs spaces.

IDS Group (with its technology consultant Transportation Technology Associates) will provide basic architectural, structural, mechanical/plumbing, electrical, and security design services for requested construction documents (e.g., drawings and book specifications). It is noted that the project delivery method is CM at risk. As such, during the design phase close coordination with JWA and the selected contractor will be required in order to ensure all submittals are meeting the expectation of all parties involved.

2. CODES AND CONTRACT STANDARDS

All A-E contracts at JWA require compliance with FAA regulations and Advisory Circulars (ACs) including AC No: 150/5100-14E on the subject of Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

In the event of a conflict between the provisions of Federal, State or local regulations and/or codes and contract documents, the more stringent of these shall apply.

Firms must be properly licensed and in good standing with the State of California. The selected firm's personnel working on this project may be required to pass a FBI background check that includes finger printing and attend a mandatory Security Identification Display Area (SIDA) class.

3. DRAFT SCOPE OF SERVICES

The following is a list of the identified scope of work per the provided reference report entitled John Wayne Airport, Project No. 409, Airport Operations Center & Construction of A Emergency Operations Center, Volume II, July 2016.

**1. Task 1 Temporary/Redundant Airport Operations Center in Old Fire Station
(Building 366)**

- a. Review the existing building and building infrastructure to provide a brief letter report as to the feasibility of the existing built environment to meet the needs of a critical occupancy under current code, Sheriff requirements, and JWA standards.
- b. Meet with JWA (and/or building officials) to review the brief evaluation to determine reasonable compromises and/or extensive upgrade needs
- c. Removal of dividing wall between two offices to create a single room of approximately 250 square feet for Airport Operations Center needs
- d. Renovation/ replacement of the interior finish and ceiling for the new Airport Operations Center function within a single room of approximately 250 square feet
- e. Provide coordination and documentation of new FFE provided by JWA and/or TTA
- f. Provide support for TTA needs within and conduit runs to the project area
- g. Assuming the existing building meets the project needs, provide emergency power connection, HVAC connection, and structural anchorage/support to items placed in the project area in addition to architectural finish/ceiling upgrades.
- h. Telecommunications Infrastructure Design a) Backbone Cable and Pathways b) Horizontal Cable and Pathways c) Telecom Grounding and Bonding d) Communications Rooms e) Antenna Mounting Structures and Pathways
- i. Systems Design a) Telephone b) Radio c) Data Networks d) Access Control e) Video Surveillance and Storage f) Workstations g) Audio-Visual h) Connections/Integration to Airport Systems i) Computer Aided Dispatch
- j. Design Support a) Existing Conditions Surveys b) Electrical and Heat Load Calculations c) Review of CMAR cost estimate d) Phasing and Migration Planning

Assumptions:

- a. The existing evaluation and brief letter report will be based upon JWA provided information, brief nondestructive visual evaluations, architectural/engineering judgement without formal calculations
- b. Accessibility, exiting, toilet rooms, fire protection, and other basic code/JWA requirements in support of the project area is provided by others without evaluations
- c. Temporary EOC, lobby renovation, indication demolitions/reconstruction is beyond the scope of this brief evaluation and beyond the project area.
- d. Complete seismic upgrade of the entire building is beyond the scope.
- e. FFE will be new and not relocation of existing items, unless specifically identified by JWA during the schematic phase and JWA provides appropriate cut sheets and project specifications for removal, storage and/or installation.

- f. Fiber optic review or work connections beyond the project area is beyond the scope
- 2. Task 2 Temporary/Redundant BPOC in Maintenance Building (and Temporary/Redundant Airport Operations Center evaluation)**
- a. Review the existing building and building infrastructure to provide a brief letter report as to the feasibility of the existing built environment to meet the needs of a critical occupancy under current code, Sheriff requirements, and JWA standards.
 - b. Meet with JWA (and/or building officials) to review the brief evaluation to determine reasonable compromises and/or extensive upgrade needs
 - c. Utilize existing space(s) without wall removal/relocation/construction to support one space for Airport Operations Center needs (approximately 250 square feet) and a second space for BPOC needs (approximately 250 square feet)
 - d. Renovation/replacement of the interior finish and ceiling for the new function(s)
 - e. Provide coordination and documentation of new FFE provided by JWA and/or TTA
 - f. Provide support for TTA needs within and conduit runs to the project area
 - g. Assuming the existing building meets the project needs, provide emergency power connection, HVAC connection, and structural anchorage/support to items placed in the project area in addition to architectural finish/ceiling upgrades
 - h. Telecommunications Infrastructure Design a) Backbone Cable and Pathways b) Horizontal Cable and Pathways c) Communications Rooms d) Antenna Mounting Structures and Pathways
 - i. Systems Design a) Telephone b) Radio c) Data Networks d) Workstations e) Audio-Visual f) Connections/Integration to Airport Systems
 - j. Design Support a) Existing Conditions Surveys b) Electrical and Heat Load Calculations c) Development of Cost Estimates d) Phasing and Migration Planning

Assumptions:

- The existing evaluation and brief letter report will be based upon JWA provided information, brief nondestructive visual evaluations, architectural/engineering judgement without formal calculations
- Accessibility, exiting, toilet rooms, fire protection, and other basic code/JWA requirements in support of the project area is provided by others without evaluations
- JWA will provide the space locations for consideration within the existing building based upon their operational needs.
- Complete seismic upgrade of the entire building is beyond the scope.
- FFE will be new and not relocation of existing items, unless specifically identified by JWA during the schematic phase and JWA provides appropriate cut sheets and project specifications for removal, storage and/or installation.
- JWA will provide information/design for integration with their existing systems
- Fiber optic review or work connections beyond the project area(s) is beyond the scope

3. Task 3 Expand Computer Room and Related Storage (A-01 and A-02)

- a. Coordinate with JWA IT and TTA for new and existing computer/server needs within the space
- b. Coordinate with CMAR and JWA needs for maintaining constant functionality of existing equipment located within existing A6N22C during the entire construction process
- c. Removal of demising walls to the north and construct new demising walls and create a larger server room and storage room. Possible below slab on grade utility run may be desired which will involve removal and replacement of existing concrete slab sections.
- d. Renovation/replacement of the interior finish and ceiling for the new function
- e. Provide coordination and documentation of new FFE provided by JWA and/or TTA
- f. Provide support for TTA needs within and conduit runs to the project area
- g. Provide support for new HVAC/electrical equipment and conduit runs to the project area (including possible rooftop equipment addition)
- h. Provide dual source HVAC capacity utilizing the existing house chilled water system for efficiency and emergency power supported secondary system for redundancy (combine with other project area needs)
- i. Provide new dedicated emergency power generation, distribution and control source for segregation and redundancy (combine with other project area needs).
- j. Provide overhead utility support grid for power and low voltage conduit and/or cable trays (and extend over the east wall and corridor to other areas).
- k. Telecommunications Infrastructure Design a) Backbone Cable and Pathways b) Horizontal Cable and Pathways c) Telecom Grounding and Bonding d) Communications Rooms
- l. Systems Design a) Radio b) Data Networks c) Access Control d) Video Surveillance and Storage e) Audio-Visual f) Connections/Integration to Airport Systems g) Computer Aided Dispatch
- m. Design Support a) Existing Conditions Surveys b) Electrical and Heat Load Calculations c) Development of Cost Estimates d) Phasing and Migration Planning

Assumptions:

- JWA will provide a location at grade on the west side of the building for a new emergency generator. Controls, panels, switchgear, etc. related to the new emergency generator will be located within or adjacent to the Terminal A project area(s).
- JWA will assist in selection of the primary/redundant HVAC system components based upon their needs and current server room standards vs. automatic utilization of outdated technology.
- JWA will assist in obtaining access to Amplifier (A6N24C) and Boiler Room for pipe/conduit access to new rooftop equipment.

- Dry/wet fire suppression and fire alarm system design and construction documents (including design professional(s) of record) will be provided by the appropriate specialty contractor to meet JWA needs.

4. Task 4 Relocation and Start-Up of Back-Up Station #18 (366 Paularino Ave)

- This task is Incorporated into Task 1

5. Task 5 Renovate Terminal A spaces for Airport Operations Center, Situation Room, Maintenance BPOC and Maintenance Support Spaces (A-06, A-09, A-10 & A-11)

- a. Removal of demising walls and construct new demising walls to create the new layout. Infill the existing depressed slab area to match the adjacent slab on grade (old below computer floor space) and provide any below slab utility connections. Possible below slab on grade utility run may be desired which will involve removal and replacement of existing concrete slab sections (south side of Airport Operations Center).
- b. Renovation/replacement of the interior finish and ceiling for the new function. Two spaces have
- c. increased ceiling height which may require renovation of perimeter walls. Millwork design is included along the north wall of the Situation Room.
- d. Provide coordination and documentation of new FFE provided by JWA and/or TTA
- e. Provide support for TTA needs within and conduit runs to the project area
- f. Provide support for new HVAC/electrical equipment and conduit runs to the project area (including possible rooftop equipment addition)
- g. Provide dual source HVAC capacity utilizing the existing house chilled water system for efficiency and emergency power supported secondary system for redundancy (combine with Task 3 needs)
- h. Provide new dedicated emergency power generation, distribution and control source for segregation and redundancy (combine with Task 3 needs).
- i. Provide overhead utility support grid for power and low voltage conduit and/or cable trays (and extend over the west wall and corridor to combine with Task 3 needs).
- j. Remove/cap existing plumbing associated with the abandoned toilet room.
- k. Project Coordination a) Design Team Coordination b) Stakeholder Meetings c) Meeting Notes and Basis of Design Updates
- l. Telecommunications Infrastructure Design a) Backbone Cable and Pathways b) Horizontal Cable and Pathways c) Telecom Grounding and Bonding d) Communications Rooms e) Antenna Mounting Structures and Pathways f) Console Furniture
- m. Systems Design a) Telephone b) Radio c) Data Networks d) Access Control e) Video Surveillance and Storage f) Workstations g) Audio-Visual h) Connections/Integration to Airport Systems i) Computer Aided Dispatch
- n. Design Support a) Existing Conditions Surveys b) Electrical and Heat Load Calculations c) Development of Cost Estimates d) Phasing and Migration Planning

Assumptions:

- Combine the HVAC/electrical/fire suppression/fire alarm systems designs and assumptions with Task 3
- Airport Operations Center and BPOC spaces assumptions from Tasks 1 and 2 are applicable to Task 5

6. Task 6 Renovate Terminal A spaces for Operations and related storage (A-03)

- a. Removal of demising walls and construct new demising walls to create the new layout.
- b. Renovation/replacement of the interior finish and ceiling for the new basic office function.
- c. Provide coordination and documentation of new FFE provided by JWA and/or TTA
- d. Provide support for TTA needs within and conduit runs to the project area

Assumptions:

- No special utility needs for this space and existing HVAC/electrical systems will meet the needs of the new function.

7. Task 7 Renovate Terminal A spaces for OPS Supervisors and Public Affairs offices (A-13 through A-18)

- a. Removal of demising walls and construct new demising walls to create the new layout. Possible below slab on grade utility run may be desired which will involve removal and replacement of existing concrete slab sections in Public Affairs (A-15).
- b. Renovation/replacement of the interior finish and ceiling for the new basic office function.
- c. Provide coordination and documentation of new FFE provided by JWA and/or TTA
- d. Provide support for TTA needs within and conduit runs to the project area
- e. Millwork design is included within Public Affairs (A-15).
- f. Provisions will be required for relocating the adjacent room folding partition wall when its pocked is demolished.
- g. Telecommunications Infrastructure Design a) Horizontal Cable and Pathways
- h. Systems Design a) Telephone b) Data Networks d) Access Control e) Workstations
- i. Design Support a) Existing Conditions Surveys b) Development of Cost Estimates c) Phasing and Migration Planning

Assumptions:

- No special utility needs for this space and existing HVAC/electrical systems will meet the needs of the new function.

8. “Record Drawing” Revit Model for Terminal A areas of work

- a. Utilize JWA's criteria/standards documents
- b. Update for significant "as built" contents where identified
- c. Update for new criteria/standards where practical to match P202 Bridging Documents and/or "as built" model
- d. Coordinate with JWA for update of Revit "built structure" model with at least two projects underway at the same time that could impact the model

Assumptions:

- JWA will provide their latest Revit and AutoCAD standards
- 366 Paularino Ave and 3180 Airway Ave work will be provided in AutoCAD (or Revit) at IDS choice
- No electronic drawings are available 366 Paularino
- JWA will provide AutoCAD drawings for 3180 Airway Ave

9. Presentations, Plans, CM Review and Plan Check

- a. Work at each address will require a separate building department permit (e.g., 366 Paularino Ave, 3180 Airway Ave, and Terminal A)
- b. Submittals will consist of 1) brief letter/bullet point report for site investigation & review of existing 2) schematic design for scope/limit 3) design development 4) 50% construction documents 5) 90% construction documents 6) final approved construction documents
- c. Post 90% construction documents will be submitted by JWA for review with design team assistance in responding to comments/correction from the authority having jurisdiction (e.g., Orange County Building Department)

Assumptions:

- CMAR will be provide prompt/continuous input as to phasing, product availability, construction schedule, and constructability items.
- Formal presentations will occur at schematic design and design development levels
- Submittals will be provided electronically though OPU
- All fire suppression and fire alarm systems design and construction documents (including design professional(s) of record) will be provided by the appropriate specialty contractor to meet JWA needs.

10. Specifications

- a. Book specifications will be developed for Terminal A work (and as appropriate for 366 Paularino Ave and 3180 Airway Ave work)
- b. Structural specifications will no duplicate notes/material designations provide on construction drawings where they are required by industry standard and the authority having jurisdiction.

- c. Submittals will consist of 1) design development 2) 50% construction documents 3) 90% construction documents 4) final approved construction documents

Assumptions:

- JWA will provide their standards and desired product information/specifications.

11. Interface with JWA Stakeholders Throughout the Project

- a. The coordination between all parties involved in the CMAR project delivery will be coordinated through a series of workshops during the progress of Design. In Addition to weekly project meetings, at least 4 workshops will be organized with participation of the major players of the project including the decision makers from JWA.
- b. Primary focus on users for directions questions (e.g., Sheriff, IT, maintenance, operations, public affairs, etc.)
- c. One on one specific issue Q/A during the design process
- d. Interview and work with the users to determine possible phasing and/or utilization of existing equipment within the temporary/redundant or new spaces

Assumptions:

- JWA will provide user representative name and contact information for use throughout the design and construction processes
- JWA will provide meeting space within Terminal A Administration suite.

12. Kickoff and Project Meetings with JWA Project Management Throughout Document Preparation Phase

- a. Weekly JWA and designer meetings from kickoff through 90% construction documents (assumed 18 meetings). TTA will physically attend two meetings early in the process and remotely when needed the remainder of the time.

Assumptions:

- JWA will provide meeting space within Terminal A Administration suite or 3160 Airway Ave.

13. Airport Operations Center Improvements Construction Administration

- a. Attend construction meetings and provide field observations during a yearlong projected construction schedule (approximately 50 weeks). Assume each meeting and/or field visit is based upon four hours for preparation, meeting/visit, and follow-up with 10 meetings/visits by the Principal, 30 meetings/visits by the Project Manager, and 60 meetings/visits by various architects/engineers.
- b. TTA has budgeted nine trips for field observations and/or testing/commissioning.
- c. Respond to RFIs by IDS and/or TTA

d. Review submittals by IDS and/or TTA

Assumptions:

- The fee budget is intended for a time and material agreement
- Design/construction document changes because of owner, contractor, or authority having jurisdiction requests are not included in the budget and are available as an additional service.
- The CMAR will provide JWA with “as built” drawings including updates to JWA Revit model(s).

**APPENDIX 2
HOURLY RATE SCHEDULE
AIRPORT OPERATIONS CENTER
PROJECT NO. P409**

CONSULTING SERVICES	\$/hr
Principal	\$185
Project manager	\$170
Deputy Project manager	\$162
Project Architect	\$162
Senior System Designer	\$160
Senior Structural Engineer	\$158
Senior Mechanical Engineer	\$155
Senior Electrical Engineer	\$155
Architect	\$138
Structural Engineer	\$142
Mechanical Engineer	\$140
Electrical Engineer	\$140
Cost Estimator	\$135
Senior Designer	\$105
Cad Drafter	\$88
Administrator	\$62

This hourly rate schedule remains in effect until the expiration of this Agreement.

**APPENDIX 3
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

****If A-E is a corporation, signatures of two specific corporate officers are required as further set forth:***

- The first signature must be one of the following: a) the Chairman of the Board; b) President; or c) any Vice President.***
- The second signature must be one of the following: a) Secretary; b) the Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.***
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.***

INFORMATION TECHNOLOGY USAGE POLICY

COUNTY OF ORANGE



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:

Authentication	The process of verifying the identity of anyone who wants to use County information before granting them access.
Back Up	To copy files to a second medium (for example, a disk or tape) as a precaution in case the first medium fails.
Confidentiality / Non-Disclosure Agreement	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.
System or Software Configuration Files	Highly important files that control the operation of entire systems or software.
Electronic Communication	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.
Encryption	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> .
Information Security	Safeguarding an organization's data from unauthorized access or modification to ensure its availability, confidentiality, and integrity.
Information Technology (IT)	The broad subject concerned with all aspects of managing and processing information within an organization.
Local Security Administrator (LSA)	The person at each agency who is responsible for the operational maintenance of IT security resources within the agency.
Network	Two or more linked computer systems. There are many different types of computer networks.
Password	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.

Personally Identifiable Information (PII)	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.
User	Any individual who uses a computer.
User ID	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.
Virus / Malicious Software	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.
Workforce Member	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:

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.

- 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.

- o 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.
- o 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.
- o 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:
 - o Accessing, transmitting, or seeking confidential information about clients or coworkers without proper authorization.
 - o Intruding, or trying to intrude, into the folders, files, work, networks, or computers of others, or intercepting communications intended for others.
 - o 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:
 - o 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.
 - o Using someone else's password to access the network or the Internet.
 - o Impersonating another user or misleading message recipients into believing that someone other than the authenticated user is communicating a message.

- 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.

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: _____



User Access
Request Form:

IT Services Request

1. USER INFORMATION

User Name (First): _____ (Last): _____
 Title: _____ Phone: _____
 Supervisor's Name: _____ email: _____
 Start Date: _____ Firm: _____

2. HARDWARE REQUIRED

- | | |
|--|--|
| <input type="checkbox"/> Desktop Computer | <input type="checkbox"/> Telephone |
| <input type="checkbox"/> Portable Computer | <input type="checkbox"/> County Cellular Phone |
| | <input type="checkbox"/> Other: |

*Standard PC setup: MS Windows 10 and Office 2016 (Outlook, Word, Excel, Power Point, anti-virus and Adobe Reader)

3. ACCESS REQUIRED

- | | | |
|---|--|---|
| <input type="checkbox"/> OCAIR User ID and E-mail | <input type="checkbox"/> On-Base | <input type="checkbox"/> ERMI |
| <input type="checkbox"/> PropWorks | <input type="checkbox"/> Unifier (Primavera) | <input type="checkbox"/> Off-site remote Access (JWA laptop only) |
| <input type="checkbox"/> CAMS/ASR | <input type="checkbox"/> CMMS | <input type="checkbox"/> Other: |
| <input type="checkbox"/> CAPS/CAPS+ | <input type="checkbox"/> AVI, Gatekeeper, Great Plains | |

4. ADDITIONAL SOFTWARE REQUIRED

- | | |
|---|---|
| <input type="checkbox"/> Adobe Acrobat Professional | <input type="checkbox"/> Costworks (RS Means) |
| <input type="checkbox"/> Adobe Illustrator | <input type="checkbox"/> Microsoft Project |
| <input type="checkbox"/> Primavera P6 | <input type="checkbox"/> Microsoft Visio |
| | <input type="checkbox"/> Other: |

5. ADDITIONAL REQUIREMENTS, NOTES

6. EMPLOYEE SIGNATURE

Signature Date

7. AGENCY APPROVAL

Manager

Deputy Airport Director

Print Name

Print Name

Signature Date

Signature Date

**Please Return Completed
Form To:**

JWA IT

John Wayne Airport
3160 Airway Ave.
Costa Mesa, CA 92626