

AMENDMENT NO. ~~12~~
FOR
ON-CALL AIRPORT FACILITIES SUPPORT SERVICES

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and Butier Engineering, Inc. (“A-E”), with County and A-E sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and A-E entered into Contract MA-280-21011510 (the “Contract”) for On-Call Airport Facilities Support Services, effective September 1, 2021 through August 31, 2022, in an amount not to exceed \$929,600.00; and

WHEREAS, pursuant to Amendment Number One and Section 1.5.3 of the Contract, the Parties ~~now desire to increase~~increased the Contract Amount by \$200,000.00, for a new Total Contract Amount not to exceed \$1,129,600.00; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective September 1, 2022 through August 31, 2023, with a new Total Contract Amount not to exceed \$980,000.00; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. Article 1.4 shall be amended to read in its entirety as follows:

1.4 Term and Maximum Compensation

The term of this Contract is for one (1) year, commencing September 1, ~~2021~~2022 through August 31, ~~2022~~2023, with the option to renew for ~~two (2)~~one (1) additional one (1) year ~~term~~term, with a maximum allowable compensation of ~~one million one nine hundred twenty nine~~eighty thousand ~~six hundred~~ dollars (\$1,129,600~~00~~980,000.00); except as permitted in Paragraph 1.5 below.

2. ~~Attachment B, Section II, Paragraph B~~Article 6.14.3 shall be amended to read in its entirety as follows:

~~B. Total Contract Amount Shall Not Exceed: \$1,129,600.00~~

All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: Butier Engineering, Inc.
17822 E. 17th Street, Suite 404
Tustin, CA 92780
Attn: Mark M. Butier, Jr.
Phone: (714) 832-7222
E-mail: jrbutier@butier.com

For COUNTY: JWA/ Business Development

Address: 3160 Airway Ave

City: Costa Mesa, CA 92626

Attn: Amy Goethals

Phone: (949)252-6036

E-mail: AGoethals@ocair.com

cc: JWA/Procurement

3160 Airway Avenue

Costa Mesa, CA 92626

Attn: Monica Rodriguez, DPA

Phone: 949-252-5240

E-mail: MMRodriguez@ocair.com

3. Attachment A, Scope of Work shall be replaced in its entirety as attached hereto.
 4. Attachment B, Cost Compensation shall be replaced in its entirety as attached hereto.
 5. Attachment C, Staffing plan shall be replaced in its entirety as attached hereto.
- 3.6. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

John Wayne Airport (JWA) on behalf of the County of Orange (County) requires professional services to meet current and future workload demands and project scheduling commitments as they relate to tenant-funded improvement projects at the Airport. The County intends to issue "On-Call Airport Facilities Support Services" for use by JWA on an "as-needed" basis. No specified amount of work is guaranteed to the Facilities Support Representative(s) (FSR). However, the amount of negotiated contracted work that will be required on an "as-needed" basis shall not exceed \$980,000.00

II. GENERAL DESCRIPTION OF SERVICES

The FSR will be contacted by Airport staff on an "as-needed" basis as projects arise to provide professional services. Requirements will be discussed by both Parties and the FSR shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. The Airport staff will then review the FSR's Scope Statement, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order against this Contract.

The FSR will act as the owner's representative and will be tasked to ensure that tenant-funded improvement (TI) projects are in compliance with JWA, Department of Homeland Security (DHS) (including Transportation Security Administration (TSA) and U.S. Customs and Border Protection (CBP)), and Federal Aviation Administration (FAA) standards and guidelines, as well as safety of the public, including Airport employees, guests, and passengers. JWA is required to maintain TSA, CBP, and FAA compliance at all times to ensure continuous operations of the airfield and terminal. Additionally, to maintain accountability and ensure that all work is executed and documented in a standardized manner, JWA will utilize the FSR to provide support in administering the Airport's document control and management software or other Airport designated system.

III. CONTRACT TASK ORDER

The FSR shall be assigned specific work via a task order by JWA, which shall subsequently be referred to as the "Contract Task Order" (hereinafter "CTO"). A CTO for each project must be task specific and shall be developed by the FSR in conjunction with Airport. The Airport staff shall manage all the FSR's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. The FSR shall follow all requirements as outlined in the CTO, such as, this general Scope of Work; the project specific Scope Statement; JWA specific requirements, standards, and guidelines.

The CTO shall include a detailed Scope Statement, describing specific tasks to be performed with a defined list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow enough time for meetings with Airport staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by Airport staff with the appropriate signature blocks and contract information. Once both Parties agree, and all Parties have signed the CTO, Airport staff shall provide the FSR with a Notice to Proceed (NTP) to begin work. The FSR shall submit all required deliverables (i.e. drawings, designs, specifications, exhibits, notes, etc.), reports, and other documents produced under the CTO to the assigned Airport staff within the timeframe indicated in the CTO or as directed by Airport staff. CTO's issued during the term of the contract shall be completed upon reasonable estimate of time required for the project regardless of contract expiration.

IV. SCOPE OF WORK – AIRPORT FACILITIES SUPPORT SERVICES

A. FACILITY SUPPORT REPRESENTATIVES

1. GENERAL

The Facilities Support Representative(s) (FSR) under the terms and conditions of this Agreement shall perform professional services described below, as they relate to JWA tenant-funded improvement projects.

John Wayne Airport (JWA) on behalf of the County of Orange (County) requires professional services to meet current and future workload demands and project scheduling commitments as they relate to tenant-funded improvement projects at the airport. The County intends to issue “On-Call Airport Facilities Support Services” for use by JWA on an “as-needed” basis.

2. BASIC SERVICES AND RESPONSIBILITIES

2.1 Manner of Performance

The FSR shall perform a broad range of both field and in-office administrative services, which shall include oversight of TI projects.

2.2 General Duties and Responsibilities

The FSR shall perform the following:

2.3 Airport Facilities Support Services

- a. Facilitate work on TI projects and with TI contractors, which include, but not limited to, ensuring compliance with JWA, TSA, CBP, FAA standards and guidelines, as well as safety of the public, including Airport employees, guests, and passengers and advise JWA where necessary.
- b. Represent JWA in various TI project and coordination meetings.
- c. Support TI projects to minimize impact on Airport Operations (including terminal and airfield).
- d. Advise and assist JWA in TSA, CBP, and FAA matters related to TI Projects.

3. DUTIES AND RESPONSIBILITIES – GENERAL

The FSR shall perform the duties outlined below within the policies and procedures of both the County and JWA.

3.1 TI Project Facilitation

- a. As a representative of the Airport, the FSR shall be responsible for ensuring TI projects are completed in accordance with the TI’s lease agreement and project schedule; and further, the FSR shall be responsible for advising and reporting to JWA to ensure all deviations, breaches, and variances from the construction documents are recorded appropriately.
- b. In accordance with the foregoing duties and responsibilities, the FSR shall attend conferences and meetings and perform site visits so as to observe and document the progress of the contractors work.

- c. The FSR shall assist with the coordination of the submittal and processing of tenant-funded design and construction documents through regulatory agencies and authorities, including the Airport Commission, Federal Aviation Administration under the Federal Department of Transportation, Department of Homeland Security, Orange County Public Works (OCPW), Orange County Fire Authority (OCFA), Orange County Health Care Agency (OCHCA), and expedite the issuance of building permits.
- d. The FSR shall facilitate the processing of the TI contractors' amendment requests and change order requests that are brought forward, and assist in review for validity, accuracy, and completeness prior to submission to JWA.
- e. The FSR shall monitor (as-needed) and/or collect/compile all phases and documentation of the close-out process of TI projects, as they pertain to the commissioning, testing, and start-up of building systems, final inspections of completed work, as-built and Record Drawings, Operations & Maintenance Manuals, warranties and guarantees to ensure that the Airport's standards and requirements are satisfied.

4. DUTIES AND RESPONSIBILITIES – BY JOB CATEGORY

4.1 Project Administrator:

- Principal Project Administrator
- Project Administrator
- Senior Project Administrator

Project Administrators in all classifications work under the general oversight and management of the Business Development or Designee. Depending on his/her classification, professional and technical strength level of expertise, Project Administrators are assigned to small, medium, and/or large, complex tenant-funded improvement projects requiring a high level of coordination and logistical planning, and will act as lead representative for the Airport.

4.2 Field Representative/Site Coordinator:

- Site Coordinator I/ Field Rep. I
- Site Coordinator II/Field Rep. II

Field Representatives/Site Coordinators in all classifications work under the general oversight and management of the Business Development Division or Designee. Duties and responsibilities within the Field Representative/Site Coordinator job category include, but are not limited to: provide assistance to contractors to access work areas on the airfield, terminal complex, etc.; act as liaison and facilitate communication between Airport staff and contractors; submit daily field reports on activities; escort contractors and/or other project consultants/staff as assigned, and facilitate Airport and/or tenant-funded improvement work; provide assistance to TI construction activities for adherence to specifications and contract documents (not to be supplemented for County inspections); provide oversight of quality assurance field special testing and inspection in some instances depending on the Field Representative's/Site Coordinator's expertise; and other Field Representative/Site Coordinator – related duties and responsibilities as assigned by the Business Development Division or Designee.

4.3 Safety Oversight:

- Safety Manager

Safety Manager works under the general oversight and management of JWA's Safety and Loss Control Manager or Designee on an as-needed basis during the transition to the JWA Safety Unit. Duties and responsibilities within the Safety Oversight job category include, but are not limited to: develop, implement, and maintain a comprehensive project safety program; provide on-site TI construction safety management by monitoring and auditing the job site and workforce for hazards and unsafe conditions; evaluate and approve the contractor's and subcontractor's safety management candidates and written safety programs; monitor all aspects of the workplace and work or field setting to ensure compliance with Cal/OSHA standards and regulations; accompany local, State, and/or Federal inspectors during OSHA on-site inspections and interviews; consult with the tenant's management on walk-throughs, and develop and present solutions and recommendations for improving site working conditions; develop, apply, and test safety plans for project office workers; all of which shall be performed in coordination with the JWA Safety and Loss Control Manager or Designee.

5. LIMITS OF AUTHORITY

The FSR shall perform the duties outlined below including the policies and procedures stated within this contract and/or agreement. The following areas are NOT the responsibility of the FSR:

- Authorize deviations from the approved TI's Project Scope Statement and/or TI contractor Change Orders of the tenant-funded improvement projects.
- Conduct any testing or inspection required by regulatory agencies.
- Assume any responsibilities of the TI's construction contractor.
- Practice objective selection of TI's construction contractors based on quality craftsmanship and performance for maintenance and repair projects.
- Expedite the job for the contractor with exception to provide all the information needed for the contractor to proceed with the work.
- Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific technique means or sequence is called for in the plans or specifications.
- Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of JWA or their designee.
- Make any settlement agreements with the contractor without involvement and prior approval of JWA or their designee for any TI's construction disputes or claims.

6. WORK PRODUCT

All deliverables/work products prepared by the FSR pursuant to the CTOs, including but not limited to reports, working documents, original drawings, designs, specifications, exhibits, and notes, shall be the property of JWA and shall be delivered to JWA or their designee at its request any time during the term of the Contract.

7. LOCATION OF SERVICES

All services provided by the FSR will be performed at a location to be determined by JWA or their designee. When available, JWA or their designee will provide office space, a computer, and services to carry out the FSR's required professional services. The FSR will provide for their own transportation with associated costs, any field computers, cellular phones, and/or any other equipment as desired and needed to perform the work; these and all other additional costs shall be considered included in the overhead component of the FSR's hourly rates, unless specifically agreed to in writing on the applicable CTO.

8. PROGRESS REPORT AND SCHEDULE

The FSR shall submit a progress report and schedule update for each CTO on a weekly basis or frequency as required by JWA or their designee. A weekly project progress meeting may be required and will not be a substitute for the progress report and written schedule update.

Compliance with Employment Laws: The FSR shall be solely responsible for complying with all laws pertaining to the employment of all of FSR 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.

9. TIME OF COMPLETION

Complete projects within agreed schedule by written approval from the assigned JWA Project Contact or their designee.

10. MINIMUM QUALIFICATIONS

- a. Prior qualifying experience of not less than three, and not more than five, projects for airports and/or essential facilities. Provide a client point-of-contact for each project, including an email address and valid telephone number for reference checking purposes.
- b. Familiar with the special requirements of the Department of Homeland Security (DHS), the Federal Aviation Administration (FAA), and airport facilities comparable to JWA.
- c. Respond on short notice if a project is critical to the operation of the airport or may need to be completed within a short time frame.
- d. Provide 24x7 support with a 2-hour response time from staff assigned to projects.
- e. Experience with Unifier.

11. ADDITIONAL SCOPE REQUIREMENTS

11.1 General Conditions

- a. Cooperation – FSR personnel shall be well disposed to the public and County staff utilizing the facilities, but shall be responsive only to the requests of the JWA Project Contact unless otherwise directed and shall direct all inquiries or requests to the JWA Project Contact. Exception: the specific request involves public safety or security of the specific facility.
- b. Inspection – All work shall be subject to the inspection and approval of the JWA Project Contact or their designee, prior to acceptance and approval for payment.

- c. Damages – The FSR shall repair, replace, or have the cost of repair or replacement deducted from its payments, at the discretion of the JWA Project Contact, for any and all damage sustained to County or JWA equipment or facilities as a result of the FSR’s operations.
- d. License/Permits – The FSR shall furnish all pertinent licenses, certifications, and permits, and/or pay fees necessary to perform the work under this contract.

11.2 Security Requirements

The FSR shall:

- a. Comply with the written schedule provided by JWA which shall clearly show the specific start and end times for each work day.
- b. Report to Airport staff upon arrival at job site. Airport Staff shall ensure that the work area is clear and ready for work to begin.
- c. Follow any special security requirements issued by Airport Staff or designee.
- d. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.
- e. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
- f. Restrict all activities to the immediate work site and adjacent assigned areas.
- g. Ensure that all vehicles on-site shall be locked and thoroughly secured at all times.
- h. Ensure that all tools and materials shall remain in the FSR’s possession at all times and shall never be left unattended.
- i. Report immediately all lost or misplaced tools or materials to security staff, Airport staff, JWA Project Contact, and/or designee.
- j. Secure all work areas prior to the end of each workday.
- k. Ensure personnel shall not smoke nor use profanity or other inappropriate language while on-site.
- l. Ensure personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
- m. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

11.3 Airport Security

The FSR, including any of their sub-consultants, must complete a background clearance SIDA class in order to obtain an Airport issued I.D. badge.

- a. **Badge Acquisition:** Prior to issuance of a security badge(s), designated FSR personnel who shall be working on-site at the JWA terminal, and engaged in the performance of work under this Contract must pass JWA’s screening

requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$31.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. The FSR's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). The FSR shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. The FSR's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by the JWA Project Contact or their designee in writing.

b. **Driving Endorsement:** In addition to obtaining a JWA access control badge, the FSR's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

c. **Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

- All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA FSR, subcontractor or 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.
- JWA security badge is the property of County and must be returned upon termination of the FSR's personnel employment and/or termination, expiration or completion of Contract. 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 shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued. JWA security badge is nontransferable.
- In the event that a FSR's badge is not returned to JWA upon termination of the FSR's personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to the FSR. The FSR's final payment may be held by County or a deduction from the FSR's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
- The FSR shall submit the names, addresses, and driver's license numbers for all FSR personnel who shall be engaged in work under this Contract to the JWA Project Contact or their designee within seven days after award of the Contract or within seven days after the start of any new FSR personnel and/or prior to the start of any work.

- No worker shall be used in performance of this work that has not passed the required background check

ATTACHMENT B
COST/COMPENSATION

I. COMPENSATION: This is a **time and materials** usage Contract between County and A-E for Airport Facilities Support Services as set forth in Attachment A, “Scope of Work”.

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only Be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the County Contract Terms and Conditions.**

II. PRICING: Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Classification Rates:

<u>BUTIER ENGINEERING, INC.</u>	
<u>Classification Titles</u>	<u>Hourly Rate</u>
<u>Principal Project Administrator</u>	<u>\$202.00</u>
<u>Senior Project Administrator</u>	<u>\$181.00</u>
<u>Project Administrator</u>	<u>\$160.00</u>
<u>Site Coordinator II/Field Rep. II</u>	<u>\$149.00</u>
<u>Site Coordinator I/Field Rep. I</u>	<u>\$136.00</u>
<u>Safety Manager</u>	<u>\$160.00</u>

*County will not pay A-E more than the listed amount for subcontractor work, regardless of any agreement between the A-E and their subcontractor. Subcontractor rates are listed for convenience only.

*Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the post construction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

B. Total Contract Amount Shall Not Exceed: \$980,000.00

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

V. A-E'S EXPENSE: A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. REIMBURSABLE ITEMS: Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by 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 the County Project Manager.
- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:

Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract 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 County location, as well as mileage within County property will not be reimbursed.

- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the County for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. CONTRACT number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Services under this Agreement shall be billed every month on a time and materials basis using JWA's "Request for Payment" form provided by JWA and/or other electronic format of "Request for Payment" approved and made available by JWA, via Unifier. Approved and authorized reimbursable expenses shall be included in the Request for Payment. 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 above in this section.

Each Request for Payment shall be accompanied by:

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

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

Invoices and support documentation are to be forwarded to:

TBA – Per Task Order

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Emailed to AccountsPayable@ocair.com

A-E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
STAFFING PLAN

1. A-E KEY PERSONNEL

<u>Name</u>	<u>Classification/ Designation</u>	<u>Years of Experience</u>	<u>Years with Current Firm</u>	<u>Licenses/Certifications (include license number)</u>
<u>Mark Butier</u>	<u>Principal Project Administrator</u>	<u>34</u>	<u>34</u>	<u>Class A-General Engineering Contractor License #716863</u>
<u>Casey Harris</u>	<u>Senior Project Administrator</u>	<u>43</u>	<u>40</u>	
<u>Ambi Thurai, P.E.</u>	<u>Senior Project Administrator</u>	<u>29</u>	<u>0</u>	<u>California Registered Professional Civil Engineer, No. 60788, Exp. 12/31/2022</u> <u>California Registered Geotechnical Engineer, No. 2667, Exp. 12/31/2022</u> <u>Project Management Professional, April 2009</u>
<u>Mark Lewotsky</u>	<u>Project Administrator</u>	<u>29</u>	<u>15</u>	<u>AWS CWI #08120371</u> <u>OSHA 30-Hour SCBA</u>
<u>Joseph Blum</u>	<u>Project Administrator</u>	<u>37</u>	<u>14</u>	<u>Engineer-In-Training, CA #54215</u>
<u>Dustin Morton</u>	<u>Project Administrator</u>	<u>11</u>	<u>9</u>	<u>AWS CWI #15071791;</u> <u>ACI Concrete Field Technician, Grade I #1257372; ICC #8178584 Reinforced Concrete; Structural Steel & Bolting and Structural Welding</u>
<u>Bryan Wilson</u>	<u>Project Administrator</u>	<u>21</u>	<u>7</u>	
<u>Katie Squires</u>	<u>Project Administrator</u>	<u>16</u>	<u>5</u>	
<u>Marty Merck</u>	<u>Site Coordinator II/ Field Rep II</u>	<u>31</u>	<u>1</u>	
<u>Robert Buford</u>	<u>Site Coordinator II/ Field Rep II</u>	<u>36</u>	<u>2</u>	<u>AWS CWI #12040221;</u> <u>ACI Field Testing Technician Grade I Certification #1033277;</u> <u>ICC #5234382 Master of Special Inspection,</u>

				<u>Structural Welding S2, Structural Steel and Bolting S1, Reinforced Concrete 49, Structural Masonry 84, Pre-Stressed Concrete 92, Spray applied Fire Proofing, California Commercial Building Electrical, Mechanical & Plumbing</u>
<u>McDonald Parker</u>	<u>Project Administrator</u>	<u>41</u>	<u>2</u>	<u>DSA Certified Access Specialist CASp-466; ICC #1079114; CA Commercial and Residential Building, Mechanical, Electrical, and Plumbing; OSHA 30-Hour Certification</u>
<u>Joseph Hawes</u>	<u>Site Coordinator II/ Field Rep II</u>	<u>25</u>	<u>9</u>	<u>AWS CWI #14081051; ACI Concrete Field Testing Technician Grade 1 #01001524; ICC #5223769 Prestressed Concrete 92; Spray Applied Fireproofing 86; Structural Steel and Bolting S1; Structural Welding S2; Reinforced Concrete 49; Master of Special Inspection MI; and Structural Masonry 84; Solis EC; NACE CIP Level 1 Cathodic Protection Tester, and CIP Level 2 Coating Inspector #661532; NICET Construction Materials Testing #134578 Concrete Level II, Asphalt Level III, and Solis-Level III</u>
<u>Andrea Weeks</u>	<u>Safety Manager</u>	<u>13</u>	<u>5</u>	<u>OSHA 500 Outreach Trainer 40-Hour HAZWOPER #467459220; 30-Hour OSHA Certification DOT HazMat EE Training (HM-126f);</u>

				<u>Environmental Lab Technician (Certification of Completion); Hazardous Materials Management Technician (Certification of Completion); CPR/AED/First Aid Trained</u>
--	--	--	--	---

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the County. Substitution or addition of A-E’s key personnel in any given category or classification shall be allowed only with prior written approval of the County’s Project Manager. **Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County department.**

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. **Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County Department.** County reserves the right to have any A-E personnel removed from providing services to County under this CONTRACT. County is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A-E to perform services specified in Attachment A. Substitution or addition of A-E’s subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

<u>Company Name & Address</u>	<u>Contact Name and Telephone Number</u>	<u>Project Function</u>
<u>Not applicable at this time.</u>		

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the ~~dates opposite their respective signatures:~~ date first above written

BUTIER ENGINEERING, INC.,
a California Corporation,

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____

Print Name