

**JOHN WAYNE AIRPORT  
AGREEMENT FOR FEDERALLY FUNDED  
ARCHITECT-ENGINEER SERVICES**

PROJECT: TERMINALS A AND B BAGGAGE HANDLING SYSTEMS  
ENHANCEMENTS  
PROJECT NO: 281-281-4200- P272

THIS AGREEMENT (the "Agreement"), is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2013, between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and BNP Associates, Inc. (BNP), hereinafter referred to as the "Architect-Engineer or "A-E."

**WITNESSETH:**

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

IT IS MUTUALLY AGREED between the parties hereto that:

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

A-E Scope of Services for Design and Construction Administration and Management for the above-referenced project (the "Project") shall be in accordance with the "Architect-Engineer Guide" as issued by John Wayne Airport and incorporated into this Agreement by reference, receipt of which is hereby acknowledged by A-E. A-E shall diligently perform in a competent and professional manner those tasks and duties set forth in Exhibit A - Scope of Services, attached hereto, in the time set forth in Section 4 below. The attached Exhibit A — 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.

The Scope of Services for this agreement includes the Design, Preparation of Bid Documents, Bidding Phase Support, Construction Administration and Management Services, and Project Closeout Services, for Terminals A and B Transportation Security Administration (TSA) Checked Baggage Inspection System (CBIS) per TSA's Terminal A and B Checked Baggage Screening Project Other Transaction Agreements (OTA) and TSA's Checked Baggage Recapitalization Screening Design Services Project OTA between the TSA and Orange County and other JWA requested Baggage Handling Systems (BHS) enhancements.

The Scope of Services is as follows:

**TERMINAL A (Non TSA Funded)**

- Design (Fixed Fee)
- Construction Administration (Time & Material)
- Reimbursable Expenses (Time & Material)

**TERMINAL B (Non TSA Funded)**

- Design (Fixed Fee)
- Construction Administration (Time & Material)
- Reimbursable Expenses (Time & Material)

**TERMINAL A (TSA Funded)**

**RECAPITALIZATION**

- Design (Fixed Fee)
- Construction Administration (Time & Material)
- Reimbursable Expenses (Time & Material)

**OPTIMIZATION**

- Design (Fixed Fee)
- Construction Administration (Time & Material)
- Reimbursable Expenses (Time & Material)

**TERMINAL B (TSA Funded)**

- Design (Fixed Fee)
- Construction Administration (Time & Material)
- Reimbursable Expenses (Time & Material)

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

**A. 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:

- 1) Exceed, or authorize deviation from JWA's Construction Budget
- 2) Exceed, or authorize deviation from JWA's Construction Schedule
- 3) Authorize deviations from the Construction Documents
- 4) Authorize any work that may involve cost or schedule impacts to the COUNTY
- 5) Authorize change orders
- 6) Provide superintendence of the construction work
- 7) Provide expediting services for the Contractor
- 8) Provide advice to the Contractor regarding construction techniques or

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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.

All plans, specifications, models, schedules, estimates, and other A-E work or materials furnished hereunder shall be and remain the property of COUNTY, and may be used by COUNTY as it may require without limitation, 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.

**2. OWNERSHIP OF DOCUMENTS**

All drawings, designs, specifications, and other incidental architectural and engineering work or materials prepared hereunder, including any such work or materials prepared in electronic or digital format, shall be the property of COUNTY. 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 paragraph shall survive the termination or completion of this Agreement.

**3. RECORD DRAWINGS**

A-E shall provide record drawings on CD, to the satisfaction of Owner, showing the as-constructed condition of the Project in digital format (AutoCAD or Microstation). The drawings shall incorporate all changes in the work made during construction, based on marked up prints, 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. The drawings shall include, without limitation the following systems: architectural, structural, civil, mechanical electrical, plumbing, fire protection, fire alarm, security and landscape. A-E shall provide the drawings to COUNTY promptly after the completion of construction.

**4. TIME FOR PERFORMANCE**

The A-E shall submit for the COUNTY's approval a cost-loaded Project Design Schedule for the performance of the A-E's Design Phase Basic Services per the scope of services attached. The Project Design Schedule shall be submitted within ten days of the Board of Supervisors award. The Project Design Schedule shall be prepared using Primavera 6 or Microsoft Project and meet all of the requirements specified in section 2.5 of the "Architect-Engineer Guide." The Project Design Schedule shall include allowances for periods of time required for the COUNTY's review and for approval of submissions by authorities having jurisdiction over the Project. A-E shall comply with the time limits and milestones established by this schedule and approved by the COUNTY.

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The Project Design Schedule shall include, but not be limited to, the following milestones for completion of services and delivery of materials by the A-E to the COUNTY:

<u>Milestone</u>	<u>Completion</u>
Design Phase Basic Services	
Schematic Design	
Construction Drawing	
Basis of Design Report	
Specifications and Contract Documents	
<b>Recapitalization 30% Design</b>	<b>June 2013</b>
<b>Assist JWA with encumbering OTA funds</b>	
<b>for recapitalization construction by</b>	<b>August 2013</b>
Bidding Assistance	
Construction Administration	
Project Closeout	

## 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 subcontractors, 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 subcontractor 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. DAMAGES FOR DELAY IN COMPLETION

### A. Liquidated Damages for Delay (Not Used)

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**B. COUNTY's Rights Cumulative**

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

**C. Waiver of Liquidated Damages (Not Used)****7. COMPENSATION**

COUNTY shall pay A-E as indicated below as compensation in full for all costs which the A-E may incur in connection with providing the Scope of Services for this Agreement for design, preparation of bid documents, bidding phase support, construction administration and management services, and project closeout services of the Terminal A and B Baggage Handling Systems Enhancements project.

TERMINAL A (Non TSA Funded)	
Design (Fixed Fee)	\$30,105
Construction Administration (Time & Material)	\$46,500
Reimbursable Expenses (Time & Material)	<u>\$17,000</u>
Subtotal Terminal A (Non TSA)	\$93,605
TERMINAL B (Non TSA Funded)	
Design (Fixed Fee)	\$30,105
Construction Administration (Time & Material)	\$46,500
Reimbursable Expenses (Time & Material)	<u>\$17,000</u>
Subtotal Terminal B (Non TSA)	\$93,605
TERMINAL A (TSA Funded)	
RECAPITALIZATION	
Design (Fixed Fee)	\$22,542
Construction Administration (Time & Material)	\$7,500
Reimbursable Expenses (Time & Material)	<u>\$6,500</u>
Subtotal Terminal A Recapitalization (TSA Funded)	\$36,542
OPTIMIZATION	
Design (Fixed Fee)	\$58,762
Construction Administration (Time & Material)	\$69,750
Reimbursable Expenses (Time & Material)	<u>\$20,000</u>
Subtotal Terminal A Optimization (TSA Funded)	\$148,512
TERMINAL B (TSA Funded)	
Design (Fixed Fee)	\$76,030
Construction Administration (Time & Material)	\$93,000
Reimbursable Expenses (Time & Material)	<u>\$30,000</u>
Subtotal Terminal B (TSA Funded)	<u>\$199,030</u>
TOTAL AGREEMENT	<u>\$571,294</u>

A-E shall not exceed any of these amounts without prior express written consent of the COUNTY.

## **8. PAYMENTS**

The compensation for the work shall be billed by A-E to COUNTY monthly in proportion to the work accomplished and to the extent that authorized reimbursable expenses are incurred. Requests for payment shall be made on the John Wayne Airport Architect-Engineer Request for Payment form provided by COUNTY, receipt of which is acknowledged by A-E. The COUNTY may at its discretion and option, require the A-E to submit Requests for Payments for approval via JWA's Skire Unifier Project Document Management System. A-E's Requests for Payment shall be accompanied by a copy of the approved Project Design Schedule which has been annotated or marked by A-E to show the progress made on each item on the schedule. A-E shall not be entitled to payment on a Request for Payment unless and until such annotated or marked copy of the approved Project Design Schedule has been submitted by A-E in a form acceptable to COUNTY. Requests for Payment should be submitted to COUNTY no later than the 15th of the month following the month in which the services were performed. Requests for Payment must be approved by COUNTY Auditor before payment may be made.

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

A-E shall be entitled to reimbursement for the following reimbursable expenses. No other expenses will be reimbursed without prior written authorization of the COUNTY:

- 1) The actual costs of special equipment to be rented, leased or purchased by AE 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 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. Tools and software costs to include, but not be limited to, purchase, lease, maintenance, external web hosting when appropriate, and server applications for multiple users.
- 3) Actual, reasonable and necessary "Field Based" office supplies, equipment (including, but not limited to photographic equipment), postage and delivery services are reimbursable expenses. Cost of "Home Based" copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by JWA and are subject to the following restrictions:
  - a) Alcohol of any type will not be reimbursed

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- 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 the JWA. This written approval must be submitted with the billing for reimbursable expenses. Luxury or Sports car rentals of any type will not be reimbursed.
  - j) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Agreement shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time.
- 5) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
  - 6) Other actual costs and/or payments specifically approved and authorized in writing by JWA and actually incurred by A-E in performance of this Agreement.

A-E shall not be entitled to any mark-up on Reimbursable Expenses.

Reimbursable Reproduction Expenses paid to outside vendors will be reimbursed by COUNTY, to the extent such vendors, and their rates, have been approved by JWA. Reproduction expenses incurred by A-E for A-E's own in-house reproduction will not be reimbursed by COUNTY. No reproduction or other expenses will be reimbursed by COUNTY without prior written authorization of COUNTY. A-E shall not be entitled to any mark-up on Reimbursable Reproduction Expenses.

In the event that the A-E anticipates the cost for expenses in excess of the authorized amounts, the COUNTY shall be notified immediately in writing, provided, that the COUNTY shall not be required to pay for expenses in excess of these amounts unless the

COUNTY otherwise agrees by Change Order.

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

**9. AVAILABILITY OF FUNDS**

Each payment or obligation of COUNTY is contingent upon the availability of local, state, or federal government funds which are appropriated or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the services performed, then this Agreement may be terminated or suspended by COUNTY at its convenience. COUNTY shall notify A-E promptly of any product or service that will be affected by a shortage of funds. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of suspension or termination under this paragraph.

**10. RIGHT TO OFFSET**

COUNTY, without waiver or limitation of any of its right or remedies, shall be entitled from time to time to deduct from any amounts 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 of amounts withheld.

**11. CHANGES IN SCOPE OF SERVICES**

If changes to the Scope of Services cause an increase in costs and/or time, compensation shall be based on hourly rates as set forth in Exhibit B, "Hourly Labor Rates".

If COUNTY desires a change in the Scope of Services, a written order bearing the heading

"Change Order" shall be issued by COUNTY. The written Change Order shall set forth in reasonable detail the nature of the change. Within ten days of receipt of such Change Order, the A-E shall present to COUNTY a detailed request for change in compensation and/or a change in the schedule of performance from that set forth in this Agreement, if any. Upon receipt, COUNTY may reject A-E's request for change in compensation and/or change in the schedule of performance, negotiate a revision of the requested change in compensation and/or change in schedule, or may approve such change request as requested by the A-E. COUNTY may also, by written direction, direct A-E to perform the work required by the Change Order and submit any requested change in compensation and/or change in schedule to later resolution by the parties. When a Change Order has been issued, the A-E shall expeditiously proceed to implement the Change Order.



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If A-E believes that a change in the Scope of Services is appropriate, it shall submit a written request to the COUNTY to issue a Change Order and/or seek approval from COUNTY of such Change Order. Such a request for Change Order shall include the proposed change in the Scope of Services and/or the proposed increase in services, as well as any proposed change in compensation and/or schedule associated with such Change Order. COUNTY may utilize the same options in response to such a request for a Change Order as stated hereinabove.

## **12. RIGHT OF AUDIT & RECORDS**

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

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

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

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

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A-E represents and agrees that failure by A-E to maintain such records in compliance with this section precludes A-E from maintaining any request or claim for compensation from or against COUNTY for any time periods for which such records were not kept, and constitutes a waiver by A-E of any such claim(s) against County for such time period(s).

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

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

**13. 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 work to be terminated. In the event of such termination, COUNTY shall pay A-E amounts owing to it for the work completed prior to the effective date of the termination. 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 other damages as a result of a termination or partial termination of this Agreement.

**14. 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 date of termination. In the event of termination for default by COUNTY, A-E shall not be entitled to receive any further payment until all of the work that is to be performed in

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connection with this Agreement is completed. In the event of such termination, COUNTY shall pay A-E for the portion of work performed up to the date of termination, including reimbursable expenses incurred up to that time, less any sums as may be withheld by COUNTY in its sole discretion to cover all costs, claims, damages or losses incurred by COUNTY or likely to be incurred as a result of or in connection with A-E's failure to perform. Such payment shall be A-E's sole remedy against COUNTY. 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 work plus amounts previously paid to A-E exceeds the total not-to-exceed amount specified under this Agreement for the completed work, the A-E shall promptly pay the difference to COUNTY.

COUNTY shall have the right and is authorized to set off against and deduct from any amounts payable to A-E any other damages suffered by COUNTY due to any such default, event giving rise to the termination, or other delay or failure to perform by A-E in connection with this Agreement. A-E shall continue to be fully liable to the COUNTY for all such damages.

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 paragraph shall be construed or deemed to be a waiver of any remedy in law or in equity that COUNTY may have.

**15. OBLIGATIONS UPON TERMINATION**

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

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

In addition, upon termination, A-E shall immediately advise COUNTY of all outstanding agreements, subcontracts, rental agreements, and purchase orders which A-E has with others pertaining to performance of the work, and shall furnish COUNTY with complete copies thereof. Upon request by COUNTY, A-E shall assign to COUNTY, in form and content satisfactory to COUNTY, A-E's title to materials and equipment for the work and

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all its interest in any agreements, subcontracts, rental agreements, and purchase orders designated by COUNTY. A-E shall include provisions in all of its subcontracts, rental agreements, purchase orders, and other agreements related to its work under this Agreement providing that its rights thereunder may be assigned to COUNTY and that in the event of such assignment, the other contracting party agrees to be bound to the COUNTY, and shall require all subcontractors at any tier to insert the same in any lower tier contracts.

## **16. SUSPENSION OF WORK**

### **A. COUNTY'S Options**

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

Upon the request of COUNTY, A-E shall promptly deliver to COUNTY copies of outstanding purchase orders, agreements, and subcontracts of A-E for materials, equipment, and services for the work, and shall take such action relative to such purchase orders, agreements, and subcontracts as may be directed by COUNTY.

COUNTY may at any time withdraw the suspension of performance of the work as to all or part of the suspended work by written, verbal, or facsimile notice to A-E specifying the effective date and scope of withdrawal, and A-E shall resume diligent performance of the work for which the suspension is withdrawn on the specified effective date of withdrawal. County recognizes that there may be additional cost associated with the suspension and later resumption of work. A-E and County will negotiate a mutually agreeable payment to A-E to offset such cost.

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

## **17. LICENSES AND CERTIFICATES**

A-E and each of its subcontractors at any tier, if any, shall maintain in full force and effect at all times during the term of this Agreement such licenses, registrations or permits as may be required by the State of California or any other local, regional, county,

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

**18. 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 subcontractors 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.

**19. INDEMNITY**

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

A-E's indemnity obligation shall not apply in the event of any loss, damage, or expense arising from the sole and /or active negligence or willful misconduct of the COUNTY or its agents, servants or independent contractors. If judgment is entered against A-E and the COUNTY by a court of competent jurisdiction because of the concurrent negligence of the COUNTY, its officers and employees, and the A-E, then the A-E and the COUNTY agree that such liability will be apportioned as determined by the trier of fact.

Nothing in this Agreement shall be construed as authorizing any award of attorney's fees in any action on, or to enforce, the terms of this Agreement. The rights and obligations set forth in this paragraph shall survive the termination or completion of this Agreement.

**20. ERRORS AND OMISSIONS**

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

**21. 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 Paragraph 20 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 Design 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.

**22. A-E PERSONNEL**

**A. Assigning Personnel**

The key employees of A-E for this Project shall not be reassigned or removed from the Project without prior written consent of COUNTY. A-E shall not bill the

COUNTY for the work of any personnel on the Project, whether or not considered to be key personnel, without COUNTY's prior written approval of the candidate by name and the candidate's specific hourly billing rate. A-E will furnish the necessary personnel to complete the work on a timely basis in accordance with

the Project Design Schedule.

**B. Removal of Personnel at COUNTY's Discretion**

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

**C. Compliance with Employment Laws**

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

**23. ASSIGNMENT**

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

**24. 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.

**25. NO WAIVER BY COUNTY**

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

**26. INSURANCE**

Prior to the provision of services under this Agreement, 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 Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during

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the entire term of this Agreement. The County reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for A-E. However, the Professional Liability is applicable to licensed professionals only. \$10,000,000 Auto Liability limit applies if access is granted to the airfield. A limit of \$5,000,000 applies if vehicle access is granted to the K-Rail delivery route. All other vehicles must carry a limit of \$1,000,000.

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 0 by the appropriate line of coverage. Any deductible or self-insured retention (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. 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 Agreement, the County may terminate this Agreement.

**Qualified Insurer**

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

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject 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:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Comprehensive 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



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Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$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 following endorsements must be submitted with the Certificate of Insurance:

1. The Commercial General Liability policy shall contain an Additional Insured endorsement providing coverage at least as broad as ISO forms CG 2010 or CG 2033 naming COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. The Commercial General Liability policy shall contain a primary non-contributing endorsement evidencing that the A-E's insurance is primary and any insurance or self-insurance maintained by the COUNTY of Orange shall be excess and non-contributing.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the COUNTY of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, employees and agents.

All insurance policies required by this Agreement 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.

If A-E's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

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

All insurance policies required by this Agreement shall give the County of Orange 30

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days notice in the event of cancellation and 10 days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

Insurance certificates and endorsements should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by Airport Director. A-E has seven (7) business days after this Agreement has been approved by the Board of Supervisors to provide adequate evidence of insurance or this Agreement may be cancelled. If the A-E fails to provide the insurance certificates and endorsements within seven (7) business days, 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 Agreement. Any increase or decrease in insurance will be as deemed by the County as appropriate to adequately protect the 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 days of receipt of such notice, this Agreement 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 nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

**27. ACCIDENTS**

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

**28. 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, or any other intellectual property contained in the A-E's drawings and specifications that are created or provided under this Agreement.

**29. INDEPENDENT CONTRACTOR**

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

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E, its subcontractors, or any of their respective officers, employees, representatives, or agents, the agents or employees of COUNTY. A-E shall have responsibility for and control over the details and means for performing the work provided that A-E is in compliance with the terms of the Agreement. Anything in this Agreement which may appear to give COUNTY the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of COUNTY only with respect to the results of the work.

**30. 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.

**31. SAFETY**

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

COUNTY reserves the right, from time to time, 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.

**32. 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 Paragraph 10 herein, entitled Changes in Scope of Services.

**33. 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 performs 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.

### **34. BUSINESS ETHICS**

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

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

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

### **35. NONDISCRIMINATION**

#### **A. Compliance with Regulations**

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

#### **B. Nondiscrimination**

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

#### **C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations, either by competitive bidding or negotiation, made by A-E for work to be performed under a subcontract, including procurement of materials or

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lease of equipment, each potential subcontractor or supplier shall be notified by A-E of A-E's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports**

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

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

**E. Sanctions for Noncompliance**

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

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

**F. Incorporation of Provisions**

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

**36. DISADVANTAGED BUSINESS ENTERPRISE (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

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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 assist the development of firms that can compete successfully in the marketplace outside the DBE programs; and
- G. 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.

### **37. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT FORMS**

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 attached form:

- 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.

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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.

**38. NOTICES**

All notices between the parties to this agreement shall be sent to the following addresses:

For County:

John Wayne Airport  
Deputy Airport Director, Facilities  
3160 Airway Avenue  
Costa Mesa, CA 92626

For Architect-Engineer:

Mr. David L. Mecartney, Principal  
BNP Associates, Inc.  
14 Fairfield Drive  
Brookfield, CT 06804

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

Dated: \_\_\_\_\_

COUNTY OF ORANGE

By \_\_\_\_\_

Chair of the Board of Supervisors

Signed and certified that a copy of this document has been delivered to the Chair of the Board.

\_\_\_\_\_  
SUSAN NOVAK  
Clerk of the Board of Supervisors  
of Orange County, California

\_\_\_\_\_  
"CONTRACTOR"

By \_\_\_\_\_

Signature and Title

By \_\_\_\_\_

Signature and Title

CONTRACTOR's License No: \_\_\_\_\_

Classification(s): \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

By  \_\_\_\_\_  
Deputy Counsel

Dated: 1/13/2013



**SCOPE OF WORK FOR THE TERMINAL A AND B FOR**  
**THE DESIGN AND CONSTRUCTION ADMINISTRATION AND MANAGEMENT SERVICES FOR**  
**THE CBIS AND BHS ENHANCEMENT PROJECT AT**  
**JOHN WAYNE AIRPORT**

JANUARY 18, 2013

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1.0 INTRODUCTION

- A. BNP Associates, Inc. is pleased to submit this scope of work document for the Design and Construction Administration and Management for the Terminal A and B CBIS and the existing BHS Enhancement project at the John Wayne Airport (JWA). The completed systems will result in a major improvement to the operations of the individual terminal tenant carriers and greatly increase the flexibility of both terminal buildings to accept further growth.
- B. The Base Scope of Works - (Non TSA Funded) will include:
1. Terminal A
    - a. BNP will provide design bid build contract baggage handling system (BHS) drawings, basis of design and specification contract documentation to reflect the following changes to the existing Terminal A ticket counter and curbside layouts as requested by both the airport and user airlines:
      - 1.) Schematic Design: Schematic design services shall include defining all the facility interfaces/modifications required to provide the existing BHS Enhancements.
      - 2.) Design Drawings: Design drawing services shall include:
        - a.) Provide drawings of the existing Terminal A ceiling and make up area BHS conveyor systems
        - b.) Provide drawings that detail those over length (60' long) Terminal A ticket counter and curbside conveyors to be modified to become shorter i.e. 30 feet lengths (width to remain the same). Detail the requirement to replace the existing and new drives with c-face direct coupled drives.
        - c.) Provide drawings that clearly identify the existing narrow width make-up feed conveyors to be replaced with standard 42 inch wide conveyors.
        - d.) Provide drawings that show the replacement of the existing slope plate make up devices with new.
        - e.) Develop and provide Terminal A mitigation plans and/or phasing drawings to be employed during the ticket counter, curbside and make up feed conveyor replacement/conveyor modifications
        - f.) Provide additional catwalks and lowered working platforms at the bottom of ticket counter and curbside incline belts to improve access for conveyor equipment maintenance and cleaning.
      - 3.) Specifications: Specification services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section D of this proposal for details on what will be included in the specification as a minimum.
      - 4.) Contract Documents: Contract document services shall include defining the equipment requirements and procurement conditions for the BHS Enhancements. BNP will assist the airport in developing the contract documents that will be provided with the contract drawings and specification as part of the Issue for Bid documentation. Refer to Section E of this proposal.
      - 5.) Bidding Assistance: Bidding assistance services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general

conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section F for details BNP will be providing as part of this service

- 6.) Construction Administration: Construction Administration and Management services shall include full time on-site supervision. Section G of this document details the minimum scope BNP will be providing for the Construction Administration and Management services.

## 2. Terminal B

- a. BNP will provide design bid build contract baggage handling system (BHS) drawings, basis of design and specification contract documentation to reflect the following changes to the existing Terminal B ticket counter and curbside layouts as requested by both the airport and user airlines:
  - 1.) Schematic Design: Schematic design services shall include defining all the facility interfaces/modifications required to provide the existing BHS Enhancements.
  - 2.) Design Drawings: Design drawing services shall include:
    - a.) Provide drawings of the existing Terminal B ceiling and make up area BHS conveyor systems
    - b.) Provide drawings that detail those over length (60' long) Terminal B ticket counter and curbside conveyors to be modified to become shorter i.e. 30 feet lengths (width to remain the same). Detail the requirement to replace the existing and new drives with c-face direct coupled drives.
    - c.) Provide drawings that clearly identify the existing narrow width make-up feed conveyors to be replaced with standard 42 inch wide conveyors.
    - d.) Provide drawings that show the replacement of the existing slope plate make up devices with new
    - e.) Provide drawings that detail those Terminal B conveyors and associated maintenance platform to be modified to become two – (2) conveyor sections to allow future installation of a fire door above the chiller room area (width to remain the same). Detail the requirement to replace the existing and new drives with c-face direct coupled drives
    - f.) Develop and provide Terminal B mitigation plans and/or phasing drawings to be employed during the ticket counter, curbside and make up feed conveyor replacement/conveyor modifications
    - g.) Provide additional catwalks and lowered working platforms at the bottom of ticket counter and curbside incline belts to improve access for conveyor equipment maintenance and cleaning.
  - 3.) Specifications: Specification services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section D of this proposal for details on what will be included in the specification as a minimum.
  - 4.) Contract Documents: Contract document services shall include defining the equipment requirements and procurement conditions for the BHS Enhancements. BNP will assist the airport in developing the contract documents that will be provided with the contract drawings and specification as part of the Issue for Bid documentation. Refer to Section E of this proposal.
  - 5.) Bidding Assistance: Bidding assistance services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section F for details BNP will be providing as part of this service
  - 6.) Construction Administration: Construction Administration and Management services shall include full time on-site supervision. Section G of this document details the minimum scope BNP will be providing for the Construction Administration and Management services.

C. TSA Checked Baggage Inspection System (CBIS) Enhancements (TSA Funded)

1. Option A – Terminal A

a. TSA Checked Baggage Inspection System (CBIS) Enhancements (TSA Funded) to include:

1.) Terminal A - Recapitalization Design Services

- a.) Establish and provide to the TSA the current Terminal A baggage rates in accordance with the PGDS V4.1 and per the scope of works contained within the Recapitalization OTA. Develop base line conditions and estimate of design year baggage screening demand (year 2019). Develop alternate screening concepts.
- b.) Provide a report containing three options including cost estimates to reflect most cost effective option. The aims of the Terminal A recapitalization report is also to identify modifications that may be required to reduce unknown and lost tracking percentages to attain the acceptable levels as detailed in PGDS version 4.1.
- c.) Report to the TSA shall include cost/benefit analysis, advantages/disadvantages and recommendation for best solution.
- d.) Identify and provide a statement of works.
- e.) BNP will present the findings of the Recapitalization Report to the Airport, TSA and Airlines
- f.) Construction Administration: Construction administration services shall include full time on-site supervision. Section G of this document details the minimum scope BNP will be providing for the Construction Administration and Management services.

2.) Terminal A - Optimization

- a.) Should the Recapitalization report identify major BHS modifications necessary to bring the system up to PGDS V 4.1 standards BNP will provide an Optimization Pre-Design phase to include development of a Preliminary Preferred Alternative Analysis Report as detailed in the PGDS V4.1
- b.) BNP will then provide the Preferred Alternatives Analysis Report that will include life cycle cost analysis and the basis for selection of the preferred alternative. The aim of the Optimization modifications are to reduce unknown and lost tracking percentages to the acceptable levels and provide re-insert capabilities for unknown bags in the CBRA as detailed in PGDS version 4.1.
- c.) BNP will present the findings of the Preferred Alternatives Analysis Report to the Airport, TSA and Airlines.
- d.) Based on the recommendation and agreement by the TSA of the Preferred Alternative Analysis Report BNP will provide the design bid build contract baggage handling system (BHS) drawings, basis of design and specification contract documentation to reflect the following Terminal A Checked Baggage Inspection System (CBIS) enhancements as detailed and agreed to in the Optimization Other Transaction Agreement (OTA) between the Transport Security Administration (TSA) and Orange County:
  - (1.) Schematic Design: Schematic design services shall include defining all the facility interfaces/modifications required to the existing Terminal A to accommodate the CBIS Optimization Preferred Alternative recommendation and provide a program schedule as have been agreed to by the TSA and JWA.
  - (2.) Design Drawings: Design drawing services shall include:
    - (a.) Provide existing Terminal A EDS system layouts.
    - (b.) Provide Terminal A EDS matrix drawings that show the redesign to meet the PGDS version 4.1 requirements as detailed in the Preferred Alternatives Analysis Report. The aim of the CBIS conveyor modifications are to reduce unknown and lost tracking percentages to the

acceptable levels as detailed in PGDS version 4.1

- (c.) Provide drawings that show the replacement of the existing L3 devices with new as proposed by the TSA
  - (d.) Develop and provide Terminal A mitigation plans and/or phasing drawings that may be employed during the CBIS enhancements
  - (e.) Provide drawings that show sliding top tables in the CBRA areas to provide the TSA no lift policy
  - (f.) Provide drawings that illustrate the new BSD's at both the BRP and BIT locations
  - (g.) Develop and provide Terminal A CBIS re-insert line drawings
  - (h.) Develop and provide Terminal A mitigation drawings and/or plans to be employed during the EDS replacement/conveyor loop modifications.
  - (i.) Clearly identify those existing conveyors to be demolished, salvaged and/or refurbished
  - (j.) Identify Terminal A existing conveyors that require modification to become easily removable during the removal of the L3 EDS devices.
  - (k.) Provide drawings that update MDS and reporting capabilities in the existing Terminal A BHS Control rooms and the JWA Operations Room.
  - (l.) Include in the contract drawing package the L3 Communications recommended changes to the BHS for the Terminal A EDS device removal/replacement.
  - (m.) Replace existing Terminal A PLC's with current generation ControlLogix processors.
  - (n.) Provide controls drawings as required to ensure the TSA PGDS version 4 requirements for the pusher/HSD replacement are implemented.
- (3.) Basis of Design Report:
- (a.) Provide as defined in the TSA PGDS Version 4.1 the required TSA Basis of Design (BOD) documents to include:
    - (a.) Electrical requirements and distribution
    - (b.) Project Schedule
    - (c.) Provide updated budget cost estimates for the TSA detailing the Terminal A EDS changes
    - (d.) Budgetary operating and maintenance cost estimates - if different from existing operations
    - (e.) Provide and respond to the existing L3 Communications assessment report
    - (f.) Provide evaluation report of proposed enhancements
    - (g.) Provide program approach the mitigation plans required to implement the EDS changes with concurrent airline operations.
- (4.) BNP will also provide the following deliverables to the TSA as are detailed in the PGDS V4.1:
- (a.) 30% Design Package
  - (b.) 70% Design Package
  - (c.) 100% design Package
- (5.) Specifications: Specification services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section D of this proposal for details on what will be included in the specification as a minimum.

- (6.) Contract Documents: Contract document services shall include defining the equipment requirements and procurement conditions for the Terminal A CBIS Enhancements. BNP will assist the airport in developing the contract documents that will be provided with the contract drawings and specification as part of the Issue for Bid documentation. Refer to Section E of this proposal.
- (7.) Bidding Assistance: Bidding assistance services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section F for details BNP will be providing as part of this service
- (8.) Construction Administration: Construction administration services shall include full time on-site supervision. Section G of this document details the minimum scope BNP will be providing for the Construction Administration and Management services.

2. Option B – Terminal B

a. TSA Checked Baggage Inspection System (CBIS) Enhancements (TSA OTA Funded) to include:

- 1.) BNP will provide design bid build contract baggage handling system (BHS) drawings, basis of design and specification contract documentation as required by PGDS V4.1 to reflect the following Terminal B Checked Baggage Inspection System (CBIS) enhancements as agreed to in the Other Transaction Agreement (OTA) between the Transport Security Administration (TSA) and Orange County:
- 2.) Pre-Design Phase
  - a.) As part of the pre-design phase BNP will provide the Preferred Alternatives Analysis Report that will include life cycle cost analysis and the basis for selection of the preferred alternative. The aims of the modifications are to reduce unknown and lost tracking percentages to the acceptable levels, provide re-insert capabilities for unknown bags in the CBRA and have the system be brought to the level as required by PGDS version 4.1.
  - b.) BNP will present the findings of the Pre-Design Preferred Alternatives Analysis Report to the Airport, TSA and Airlines
  - c.) Based on the recommendation and agreement by the TSA of the Preferred Alternative, BNP will provide the design bid build contract baggage handling system (BHS) drawings, basis of design and specification contract documentation to reflect the following Terminal B Checked Baggage Inspection System (CBIS) enhancements as agreed to in the Terminal B Other Transaction Agreement (OTA) between the Transport Security Administration (TSA) and Orange County:
- 3.) Schematic Design: Schematic design services shall include defining all the facility interfaces/modifications required to the existing Terminal B to accommodate the CBIS Enhancements as have been requested by the TSA and Airport.
- 4.) Design Drawings: Design drawing services shall include:
  - a.) Provide existing Terminal B EDS system layouts.
  - b.) Provide Terminal B drawings that illustrate the existing EDS suspect bag line pusher replacement with high speed diverters
  - c.) Develop and provide Terminal B mitigation plans and/or phasing drawings that may be employed during the CBIS enhancements
  - d.) Provide Terminal B EDS matrix drawings that show the redesign to meet the PGDS version 4 requirements. The aim of the CBIS conveyor modifications are to reduce unknown and lost tracking percentages to the acceptable levels as detailed in PGDS version 4.1
  - e.) Provide drawings that show sliding top table in the CBRA areas to provide the TSA no lift policy

- f.) Provide drawings that illustrate the new BSD's at both the BRP and BIT locations
  - g.) Develop and provide Terminal B CBIS re-insert line drawings
  - h.) Develop and provide Terminal B mitigation drawings and/or plans to be employed during the EDS replacement/conveyor loop modifications.
  - i.) Provide controls drawings as required to ensure the TSA PGDS version 4.1 requirements for the pusher/HSD replacement are implemented.
  - j.) Clearly identify those existing conveyors to be demolished, salvaged and/or refurbished
  - k.) Identify Terminal B existing conveyors that require modification to become easily removable during the removal of the L3 EDS devices.
  - l.) Provide drawings that update MDS and reporting capabilities in the existing Terminal B BHS Control rooms and the JWA Operations Room.
  - m.) Include in the contract drawing package the L3 Communications recommended changes to the BHS for the Terminal B EDS device removal/replacement.
  - n.) Replace existing Terminal B PLC's with current generation ControlLogix processors.
- 5.) Basis of Design Report:
- a.) Provide as defined in the TSA PGDS Version 4.1 the required Basis of Design documents to include:
  - b.) Electrical requirements and distribution
  - c.) Project Schedule
  - d.) Provide updated budget cost estimates for the TSA detailing the Terminal B EDS changes
  - e.) Budgetary operating and maintenance cost estimates - if different from existing operations
  - f.) Provide and respond to the existing L3 Communications assessment report
  - g.) Provide evaluation report of proposed enhancements
  - h.) Provide program approach the mitigation plans required to implement the EDS changes with concurrent airline operations.
- 6.) BNP will also provide the following deliverables to the TSA as are detailed in the PGDS V4.1:
- a.) 30% Design Package
  - b.) 70% Design Package
  - c.) 100% design Package
- 7.) Specifications: Specification services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section D of this proposal for details on what will be included in the specification as a minimum.
- 8.) Contract Documents: Contract document services shall include defining the equipment requirements and procurement conditions for the Terminal B CBIS Enhancements. BNP will assist the airport in developing the contract documents that will be provided along with the BHS contract drawings and specification as part of the Issue for Bid documentation. Refer to Section E of this proposal.
- 9.) Bidding Assistance: Bidding assistance services shall include defining all the information and requirements pertinent to the individual conveyor/sortation equipment and the facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. Refer to Section F for details BNP will be providing as part of this service

10.) Construction Administration: Construction administration services shall include full time on-site supervision. Section G of this document details the minimum scope BNP will be providing for the Construction Administration and Management services.

D. Specifications

1. Provide BHS specifications that reflects the individual Terminal A and B Scope of Works as detailed above to include as a minimum the following:
  - a. Detail scope of works for the pusher/HSD replacement
  - b. Develop, provide and coordinate Terminal A and B mitigation/phasing plans that detail the scope in the contract documents to be employed during the EDS replacement/conveyor loop modifications
  - c. Develop and provide Terminal A and B mitigation/phasing plans that detail the scope in the specification/contract documents to be employed during the ticket counter and curbside replacement/conveyor loop modifications
  - d. Define processing and control functions to be provided
  - e. Detail integration testing plans and support required
  - f. Define the responsibilities for the BHS Contractor to perform as part of the replacement of the existing Terminal A L3 devices with new devices provided by the TSA
  - g. Specify that removable catch plates/pans under end rollers and drive assembly's be provided
  - h. Detail required addendums to the existing O&M manuals to reflect the BHS enhancements
  - i. Provide detailed scope of works to ensure PGDS version 4.1 upgrades are implemented in Terminal A and B
  - j. Define the minimum acceptable processing and control functions to be provided in the Terminal A and B CBIS
  - k. Detail the changes to the Terminal A and B MDS and reporting system to implement the PGDS version 4.1 upgrades
  - l. Detail the requirement's to upgrade the existing Terminal A and B PLC's with ControlLogix processors
  - m. Describe the scope of works to include both Terminal A and B existing conveyors that require modification to become easily removable to allow removal of the L3 EDS device
  - n. Provide details of the testing and TSA reporting requirement for the Terminal A and B CBIS PGDS enhancements including any required re ISAT by the TSA
  - o. Provide detailed inspection and O&M training requirements
  - p. Detail required addendums to the existing O&M manuals to reflect the CBIS enhancements
  - q. Detail quality, workmanship and finish standards:
    - 1.) Quality assurance
    - 2.) Workmanship
    - 3.) Finish

E. Contract Documents

1. Provide those services as necessary to assist JWA develop the "Design Bid Build" Contract documentation for the Baggage Handling System bid to accompany the drawing and specification package(s). BNP will provide assistance, information, scope of work etc. to JWA to develop the following contract documents:
  - a. General Conditions
  - b. Instructions to Bidders
  - c. General Provisions

- d. Federal Funding Requirements
  - e. Agreement
  - f. Escrow Agreement
- F. Bidding Assistance Phase
1. In the Bidding Assistance Phase, BNP shall provide those services as necessary to assist JWA in obtaining competitive bids and in negotiating, preparing, and awarding contracts for system procurement and implementation.
  2. Bidding Materials services consisting of organizing and handling Design Bid Build Bidding Documents for:
    - a. Coordination
    - b. Draft Submittal Reproduction
    - c. Completeness review
    - d. Draft Submittal Distribution
    - e. Draft Submission Distribution records
    - f. Retrieval
    - g. Receipt and return of document deposits
  3. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary drawings. Specifications instructions and notice(s) of changes in the bidding schedule and procedure.
  4. Bidding Assistance services consisting of:
    - a. Assistance to JWA in establishing a list of bidders or proposers
    - b. Prequalification of Bidders or proposers
    - c. Participation in pre-bid conferences
    - d. Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
    - e. Attendance at bid opening(s)
    - f. Documentation and distribution of bidding results
    - g. Notification of bidding results to proposers
  5. Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
  6. Special Bidding Services consisting of:
    - a. Attendance at bid openings, participation in negotiations, and documentation of decisions for multiple contracts or phased construction.
    - b. Technical evaluation of proposals
  7. Bid Evaluation services consisting of:
    - a. Validation of Bids or proposals
    - b. Participation in reviews of Bids or proposals
    - c. Evaluation of Bids or proposals
    - d. Recommendation on award of Contract(s)



- e. Participation in negotiations prior to or following decisions on award of the Contract(s) for Construction
8. Construction Contract Agreements services consisting of:
- a. Notification of Contract award(s)
  - b. Assistance in preparation of construction contract Agreement forms for approval by JWA
  - c. Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
  - d. Receipt, distribution and processing, for JWA's approval, of required certificates of insurance, bonds and similar documents
  - e. Preparation and distribution of Contractor(s) on behalf of JWA, of notice(s) to proceed with the work.
- G. Construction Administration/Management
1. In this phase of the project, BNP shall provide those services necessary for the administration and monitoring of the project as set forth in the Contract for Construction. The following descriptions shall apply to those services:
- a. Project Administration services consisting of construction contract administrative functions including:
    - 1.) Consultation
    - 2.) Research
    - 3.) Conferences
    - 4.) Communications
    - 5.) Travel Time
    - 6.) Progress Reports
    - 7.) Coordination of work with the JWA Project Team
  - b. Disciplines Coordination/Document checking services consisting of construction contract administration activities for:
    - 1.) Coordination between all the involved disciplines for the Project.
    - 2.) Review and checking of all documents prepared for the Project.
  - c. Agency Consulting/Review/Approval services during the Construction Contract Administration Section relating to applicable laws. Statutes regulations and codes of regulating entities relating to the JWA's interests during construction of the Project.
  - d. JWA-supplied Data Coordination services consisting of activities relating to construction contract administration including:
    - 1.) Review and coordination of data furnished for the Project.
  - e. Construction Administration/Supervision services consisting of but not limited to:
    - 1.) Processing of submittals, including receipt, review of, and appropriate action on Shop drawings, Product Data, Samples and other submittals required by the Contract Documents.
    - 2.) Distribution of submittals to Consultants, Construction Managers, Contractors and the Consultants field representative.
    - 3.) Maintenance of master file of submittals.
    - 4.) Related communications.
  - f. Provide JWA (for distribution) monthly reports as required by the TSA
  - g. Provide full time On-Site Inspection services during the BHS/EDS enhancement equipment installation and

testing period(s) including;

- 1.) Identification of right-of-way interferences.
  - 2.) Quality Control of Installation Work and any On-site Fabrication.
  - 3.) Specification/Contract Document Compliance.
  - 4.) Coordination with Program Managers/Prime Contractors.
  - 5.) Change Order Initiation.
  - 6.) Conduct Baggage System Contractor Meetings.
  - 7.) Prepare Progress/Status Reports.
  - 8.) Monitor installation schedule
  - 9.) Participate in:
    - a.) Operational Training
    - b.) Maintenance Training
    - c.) Acceptance Testing
    - d.) Running in Operation
- h. Inspection Coordination services relating to in-plant and on-site inspection and testing agencies, consisting of:
- 1.) Administrative and coordination of testing required by the Contract Documents
  - 2.) Recommending scope, standards, procedures and frequency of testing and inspections.
  - 3.) Arranging for testing and inspection.
  - 4.) Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency.
  - 5.) Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency.
  - 6.) Review of reports on inspections and tests and notifications to the JWA and Contractor(s) of observed deficiencies in the Work.
- i. Supplemental Documents services consisting of:
- 1.) Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or JWA and as required by Construction exigencies.
  - 2.) Forwarding JWA's instructions and providing guidance to the Contractor(s) relative to change requirements and schedule revisions.
- j. Quotation Requests/Change Orders services consisting of:
- 1.) BNP will provide JWA an engineer's cost estimate for any proposed changes / work added. The estimate to be used by the airport to validate/negotiate changes and/or work added with the BHS Contractor
  - 2.) Preparation, reproduction and distribution of Drawings and Specification to describe Work to be added, deleted or modified.
  - 3.) Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
  - 4.) Review and recommendations relative to changes in time for Substantial Completion.
  - 5.) Negotiations with Contractor(s) behalf relative to costs of Work proposed to be added, deleted or modified.

- 6.) Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
  - 7.) Coordination of communications, approvals, notifications and record keeping relative to changes in the Work.
  - k. Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making Status Reports to JWA.
2. Systems Acceptance Testing
- a. Outlines of the scope of work for the Acceptance Testing Program are presented in the following paragraphs. The individual tasks will be completed in steps as individual terminal subsystems become available for testing:
    - 1.) Overall Test/Acceptance Plans and Check Lists
    - 2.) Develop an overall test and final acceptance plan consisting of the following sections:
      - a.) Inspection check lists for the controls, electrical and mechanical aspects of the system for each terminal.
      - b.) Operating test routines for individual items and subsystems for each terminal.
      - c.) Operating test data sheets to record test results.
      - d.) Check lists for contractual documentation submittals, spare parts submittals and other miscellaneous contractual obligations, which must be satisfied prior to final acceptance.
    - 3.) Test/Inspection of Computer and Control Systems
      - a.) Inspect all the components of the individual terminals central control system in accordance with the checklists.
      - b.) Retest sortation through Terminals A and B CBIS Level 1 EDS matrix(s)
      - c.) Retest sortation through Terminals A and B CBIS Level 2 screening
      - d.) Retest sortation through Terminals A and B CBIS Level 3 screening
      - e.) Retest redundancy operation through all levels of the Terminals and B CBIS system.
      - f.) Test the tracking accuracy and processing rate performance of the CBIS conveyors and associated HSD diverters.
      - g.) Observe TRR as performed by the TSA's Site Lead
      - h.) Test and verify the accuracy of all process computer input and output routes (i.e., both operational reports and maintenance diagnostics).
      - i.) Test all Operational and Maintenance Computer generated reports for accuracy and content
      - j.) Verify all required documentation is on-site and complete.
      - k.) Verify all operational and maintenance staff have completed the required training sessions and are sufficiently familiar with their respective aspects to accept operational responsibility.
      - l.) Develop an initial test report comprising the inspection checklists, the raw data obtained during the tests and analyses of the raw data.
      - m.) Re-inspect the central computer system after punch list recovery but prior to operational start-up. (Repeat this effort as required.)
      - n.) Develop a final test report based on the results of the re-inspection.
    - 4.) Test/Inspection of Electrical/Local Control System
      - a.) Inspect all the components of the electrical/local control system in accordance with the checklists.

(Typical equipment would include motor control panels, control stations, system status maps, photocells, warning horns, lanyards, etc.)

- b.) Test local control operations at input stations, E-stop locations, etc.
  - c.) Test system status map indicators.
  - d.) Verify all components are accessible for maintenance servicing.
  - e.) Verify no personnel safety hazards exist.
  - f.) Verify all operational and maintenance staff have completed the required training sessions.
  - g.) Develop initial test report comprising the inspection checklists and the raw data obtained during the tests and analyses of the raw data.
  - h.) Re-inspect the electrical/load control system after punch list recovery but prior to operational start-up (repeat this effort as required).
  - i.) Develop a final test report based on the results of the re-inspection.
- 5.) Test/Inspection of Mechanical Items/Components
- a.) Inspect all the mechanical items and components in accordance with the checklists. (Typical items for each component would include belting, bearings, drive, chutes, pulleys, chain/sprocket alignment, V-belt alignment, etc.)
  - b.) Inspect filed erection and note deficiencies such as misaligned side guard's, unsatisfactory welds, missing fasteners, etc.
  - c.) Test conveyors under varying load conditions.
  - d.) Verify proper belt tracking and ensure adequate run-in for all conveyors.
  - e.) Measure as-built clearances for personnel and mobile equipment areas.
  - f.) Spot check belt speed, drive motor amperage draw under varying load conditions. Review system suppliers' test data for these items.
  - g.) Verify all components are accessible for maintenance access.
  - h.) Verify no personnel safety and hazards exist.
  - i.) Verify all operational and maintenance staff have completed the required training sessions.
  - j.) Develop initial test report comprising the inspection checklists.
  - k.) Re-inspect the mechanical items/components after punch list recovery but prior to operational start-up. (Repeat this effort as required).
  - l.) Develop a final test report based on the results of the re-inspection.
- 6.) Operation Start-Up
- a.) Assist the JWA in the three months of operation by coordinating the activities of the System Supplier, Operations and Maintenance.
  - b.) Document all disruptions to the operation and assign responsibility for cause and resolution.
  - c.) Ensure Operations and Maintenance staff are informed and trained to avoid or correct system failures.
  - d.) Update inspection/test check lists as required.
- 7.) Final Punch List/Acceptance Resolution
- a.) After approximately one – (1) month of operation, prepare a final punch list.

- b.) Assist the client in finalizing the System Supplier contract.
  - c.) Overall critique of system performance and operation.
- 8.) Project Closeout services initiated upon notice from the Contractor(s) that the work, or a designated portion thereof which is acceptable to JWA, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
- 9.) A detailed inspection for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.
- a.) Determination of the funds to be withheld until final completion.
  - b.) Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
  - c.) Issuance of Certificate(s) of Substantial Completion.
  - d.) Inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
  - e.) Notification the Contractor(s) of deficiencies found in follow-up inspection(s), if any.
  - f.) Final inspection to verify final completion/acceptance of the Work.
  - g.) Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
  - h.) Security and receipt of consent of surety or sureties, if any, to the making of final payment(s).
  - i.) Issuance of final Certificate(s) for Payment.
- 10.) Record Drawings Services consisting of:
- a.) Making arrangements for obtaining all as-built drawings from Contractor(s) and other parties, including information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
  - b.) Review of general accuracy of information furnished by the Contractor(s), including significant changes in the Work made during construction.
  - c.) Approval of contractor record as-built drawings, based on information furnished by the Contractor(s), including significant changes in the Work made during construction.
  - d.) Transmittal of record drawings and general data, appropriately identified, to JWA and others as directed.

## John Wayne Airport Terminals A and B BHS and CBIS Enhancements

BNP Consultancy Services – Design and Construction Administration and Management Services; Fixed Fee plus Allowable Time and Material Reimbursables Proposal

TERMINALS A & B BHS AND CBIS ENHANCEMENTS	
TERMINAL A (Non TSA Funded)	
Design (Fixed Fee)	\$30,105
Construction Administration (Time & Material)	\$46,500
Reimbursable Expenses (Time & Material)	\$17,000
Subtotal Terminal A (Non TSA)	\$93,605
TERMINAL B (Non TSA Funded)	
Design (Fixed Fee)	\$30,105
Construction Administration (Time & Material)	\$46,500
Reimbursable Expenses (Time & Material)	\$17,000
Subtotal Terminal B (Non TSA)	\$93,605
TERMINAL A (TSA Funded)	
RECAPITALIZATION	
Design (Fixed Fee)	\$22,542
Construction Administration (Time & Material)	\$7,500
Reimbursable Expenses (Time & Material)	\$6,500
Subtotal Terminal A Recapitalization (TSA Funded)	\$36,542
OPTOMIZATION	
Design (Fixed Fee)	\$58,762
Construction Administration (Time & Material)	\$69,750
Reimbursable Expenses (Time & Material)	\$20,000
Subtotal Terminal A Optimization (TSA Funded)	\$148,512
TERMINAL B (TSA Funded)	
Design (Fixed Fee)	\$76,030
Construction Administration (Time & Material)	\$93,000
Reimbursable Expenses (Time & Material)	\$30,000
Subtotal Terminal B (TSA Funded)	\$199,030
<b>TOTAL AGREEMENT</b>	<b>\$571,294</b>

Travel and living expenses will be invoiced at actual direct out-of-pocket costs except for meals which will be reimbursed at a flat per diem rate of \$60 per day. These include both the direct expenses and labor for site visits. BNP will make all efforts to minimize direct expenses

Hourly Rates

The following are the hourly rates to be applied for Time & Material work and additional work JWA should direct BNP to perform that may be required by the TSA or User Airlines

	<b>Hourly Rate</b>
Principal	\$181
Project Director	\$145
Project Manager/Engineer	\$93
Engineer (Specifications)	\$75
Designer	\$93
Draftsperson	\$55