

**AMENDMENT NO. 2
TO THE
AGREEMENT FOR
ARCHITECT-ENGINEER SERVICES
PROJECT NO. 281-281-4200-P201**

This Amendment to the **AGREEMENT** (the “Amendment”), is made and entered into the _____ day of _____, 2010, between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Gensler, hereinafter referred to as the “Architect-Engineer”.

WHEREAS, On June 22, 2007, the COUNTY and Architect-Engineer entered into an Agreement for the John Wayne Airport (JWA) Improvement Program Terminal Building Design and Construction Phase Services Project in the not-to-exceed amount of \$26,395,503.

WHEREAS, From December 2007 to August 2009 forty-one (41) Change Orders were approved to this Agreement for \$883,149, resulting in a revised not-to-exceed Agreement amount of \$27,278,652, (Ref. Exhibit A, Attachment A.11).

WHEREAS, On August 4, 2009 the Board approved Amendment No. 1 to the Architect-Engineer Agreement with Gensler in the not-to-exceed amount of \$3,590,137, for additional Construction Phase Basic Services for Terminal C, resulting in a revised not-to-exceed Agreement amount of \$30,868,789.

WHEREAS, From September 2009 through January 2010 twelve (12) additional Change Orders were approved to this Agreement for \$302,933, resulting in a revised not-to-exceed Agreement amount of \$31,171,722, (Ref. Exhibit A, Attachment A.11).

WHEREAS, changes in the Airport Improvement Program have necessitated additional design and construction phase basic services to the A-E Gensler to Design the standard Tenant Improvements (TI) for Terminal C and Tenant modifications related to Terminals A and B. This Amendment shall increase the Gensler Agreement by a not-to-exceed amount of \$867,240 and allow for future design efforts at the discretion of JWA, at a not-to-exceed amount of \$208,862. The total TI Design effort of \$1,076,102 shall result in a revised not-to-exceed Agreement amount of \$32,247,824.

Due to the relocation of the airlines from Terminals A and B to the new Terminal C and reapportionment/realignment of airlines within Terminals A and B, Tenant Improvements are necessary to: 1) complete the build-out of airline Tenant Areas in Terminal C; 2) reconfigure and upgrade the relocated airlines areas in Terminals A and B to standard finishes per established Tenant Guideline; 3) upgrade existing HVAC distribution systems to match the standards in the new Terminal C to provide consistent and efficient operations; and 4) provide new wall and floor finishes to existing airline areas for those airlines that are not relocating.

The Tenant Improvements shall include: 1) Airline Operations; 2) Airline Ticket Offices (ATO’s) back offices; and 3) Baggage Services Offices (BSO’s). Standards shall be applied equally to each TI area per established Tenant Improvement Standards, dated August 18, 2009. Above standard design and construction will be paid for by the requesting airline. It is the intent of JWA to provide basic turn-key improvements for the three TI areas listed. Special non-standard areas (ice machine/storage/etc.) and equipment and fittings shall be contracted and/or reimbursed separately by the requesting airline.

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Gensler shall be responsible for providing: 1) design phase basic services that shall include architectural, structural, mechanical and electrical systems, materials, and other elements as may be appropriate; 2) delivery of construction ready, OCPW approved documents (plans and specifications); 3) construction phase, and post-construction phase assistance as necessary and consistent with the Agreement, Exhibit A.

NOW THEREFORE, the terms of Agreement shall remain in full force and effect and shall be amended as pertains to the Terminal C Design and Construction Phase Services Project as follows:

I. Revise the following Agreement Sections:

Section 2: A-E Scope of Services, Exhibit A

ADD Attachment A.11 SNA Tenant Improvement Program Scope of Services, as follows:

1.0 Overview

Consistent with the function and aesthetic character of the new terminal at John Wayne Airport, Gensler shall assist the nine current individual airline carriers with their tenant improvement requirements for incorporating their brand and interior requirements for their ATO, BSO and OPS spaces, from space planning through construction administration. The airport Tenant Guidelines shall be a basis for the design of each carrier's unique identity, which provides a standard by which each airline's proposed design can be evaluated and priced.

It is understood that the individual airline terminal assignments are yet to be finalized, but when established, shall serve as the basis of Gensler's continued design work. The Design is planned to accommodate construction concurrent with completion of Terminal C, to be followed by the successive redevelopment of the airline spaces in Terminals A&B as those spaces become available.

It is estimate that the combined area for Terminals A, B, & C within the TI Design scope of work is estimated at 55,770 square feet.

JWA shall designate a primary contact person for coordination of all airline review and response documentation. A maximum review period of 2 weeks for each carrier and JWA approval has been allowed for in the design schedule.

At this time furniture fixtures & equipment has been specifically excluded from the TI Design Scope of Services. Gensler understands that each airline may have existing contracts with purveyors of their specific furniture fixtures & equipment requirements and standards according to their approved brand identity.

1.1 Project Team Approach

Gensler shall designate a separate Interior Architectural team that shall have principal oversight in common with the current work in progress. Design and Technical project oversight shall include those familiar with the JWA client and current project as well. Due to the expectation of multiple airline T/I projects running concurrently, two teams are proposed to design and document the scope of work with overall leadership by one Project Director. Gensler shall team with Jacobs Engineering for the associated mechanical, electrical, plumbing and low-voltage engineering design.

At this time, Gensler proposes to deliver all construction packages at one time but shall prepare individual design packages for each tenant space with the prospect of phased construction sequencing and individual tenant approvals. Gensler and its consultants shall use REVIT for the design of these spaces, and deliver electronic copies in both Revit and AutoCAD format.

1.2 Scope of Services

The Gensler airline TI Design work at John Wayne falls into three work categories; 1) a full-build-out of new space for those airlines relocated to Terminal C, or relocated within Terminals A and B; 2) cosmetic improvements - paint, carpet, ceilings but no walls or MEP - for current tenants that do not relocate, and 3) no improvement to those areas abandoned and unoccupied that remain for future tenants. All tenant spaces shall include the design of new VAV air system to each space regardless of the level of improvements taking place within. The following is a summary of the scope planned within each terminal:

1.2.1 Terminal A

- **ATO:** Cosmetic improvements to approximately 6,600 SF of space for American, Alaska and Delta, with no further improvements to approximately 1,600 SF of space abandoned by Continental and Virgin America;
- **OPS:** Cosmetic improvements to approximately 6,200 SF of space for American, Alaska and Delta, with no further improvements to approximately 3,200 SF of space abandoned by Continental and Virgin America; and
- **BSO:** Cosmetic improvements to approximately 900 SF of space for American, Alaska and Delta, with no further improvements to approximately 350 SF of space abandoned by Continental and Virgin America.

1.2.2 Terminal B

- **ATO:** Full build-out of approximately 1,000 SF for Continental. Cosmetic improvements to approximately 5,900 SF of space for United, US Airways, and Frontier with no improvements to approximately 1,400 SF of unassigned space;
- **OPS:** Full build-out of approximately 1,300 SF for Continental. Cosmetic improvements to approximately 7,900 SF of space for United, US Airways, and Frontier with no improvements to approximately 2,700 SF of unassigned space; and
- **BSO:** Full build-out of approximately 250 SF for Continental. Cosmetic improvements to approximately 1,050 SF of space for United, US Airways, and Frontier (including Sierra lease) with no improvements to approximately 150 SF of unassigned space.

1.2.3 Terminal C

- **ATO:** Full build-out of approximately 2,850 SF and no improvements to approximately 950 SF of unassigned space;
- **OPS:** Full build-out of approximately 7,500 SF and no improvements to approximately 2,500 SF of unassigned space; and
- **BSO:** Full build-out of approximately 1,100 SF for United, US Airways, and Frontier (including Sierra lease) with no improvements to approximately 370 SF of unassigned space.

2.2 Program Validation

To understand JWA's overall work process and space needs, Gensler shall participate in meetings with designated airline representatives to understand their individual operational and technical requirements. Discussion shall include staff and equipment organization and adjacencies, including process flow. Gensler shall also conduct a walk-through of the existing facility, to observe current conditions. A summary of the programmatic requirements for each carrier defined in these meetings shall then be prepared in written form for approval by both the individual carriers and JWA. Deliverables shall include:

1. Attend programming meetings.
2. Prepare Architectural Program Report.
3. Prepare Engineering Basis of Design.
4. Field survey of existing conditions in Terminal A and B.

The duration of this phase is anticipated to run 2 weeks, but is dependent upon meeting schedules with the respective airlines.

2.3 Space Planning

Based on the approved Program Summary, Gensler shall prepare a preliminary space plan depicting the proposed airline allocation plan and associated tenant improvements. The space plan shall be developed to show the arrangement of partitions, doors, typical furniture, typical workstations, and equipment layouts. Included in this planning shall be an implementation phasing plan to facilitate the relocation of tenants to Terminal C, and the redevelopment and redistribution of tenants in Terminals A&B. After review and comment by the Airlines & JWA, Gensler shall make refinements to this plan to optimize it relative to the defined project goals and objectives. Deliverables shall include:

1. Prepare and present Conceptual Design Plan for each carrier.
2. Modify Conceptual Design Plan up to two times.

The duration of this phase is anticipated to run 6 weeks.

2.4 Design Development

Gensler shall provide detailed equipment forms that prompt for pertinent information regarding the equipment including; manufacturer, model number, dimensions, power requirements and operating requirements for completion. The detailed equipment form shall enable both the architect and engineering consultant(s) in later project phases, to clearly understand the equipment needs so adequate physical space, electrical capacity and HVAC can be planned for.

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With client approval of the space plan, Gensler shall outline a scope of work depicting the proposed improvements of the physical space. A Design development plan shall then be prepared indicating the proposed plan, equipment requirements, reflected ceiling plan and notated scope of work. For budgeting purposes, this plan can then be used to obtain a preliminary construction cost estimate to confirm preliminary budget parameters.

Deliverables shall include:

1. Prepare and present Design Development Documents for each carrier.
2. Prepare and present finish materials palette for each carrier.
3. Modify Design Development Documents and materials up to two times.

The duration of this phase is anticipated to run 5 weeks.

3.0 Construction Documents

The Construction Documents shall be based on standard systems, materials, specifications and details, as previously approved by JWA. Documentation shall include:

- Demolition plans of affected areas.
- Floor Plan or plans, showing locations of partitions, doors and millwork.
- Electrical outlet layout plan or plans, showing locations of the power and telephone outlets and switches based on the typical location of furniture and equipment.
- Reflected Ceiling Plan or plans, indicating the location of Building Standard light fixtures, switching and other Building Standard ceiling work.
- Finish Plan or plans, designating by notes and schedules for the floor and wall finishes selected from the Building Standard finishes.
- Millwork & built-ins.
- Building details, sections, elevations and specifications shall be referenced or incorporated as required.
- Mechanical, Electrical, Plumbing (if applicable), and low-voltage consultant plans shall be coordinated and integrated into the construction document set.
- Engineering calculations and building code compliance for Mechanical, Electrical and Plumbing systems.
- Mechanical and electrical engineering, schedules, panels, single line diagrams, and sequence of operations.
- Title 24 calculations.
- Fire alarm design-build basis of design.
- Plan-check / Permit Processing.

The duration of this phase is anticipated to run 13 weeks.

4.0 Consultants

Gensler shall provide consultant services beyond those listed above if required by design solution and confirmed in writing by JWA, and shall engage those consultants currently providing services to the JWA project team. Structural, Hardware and Waterproofing consultant(s) may be required on the project.

5.0 Construction Administration

Gensler shall assist client with construction administration. The scope of work shall include:

- Attend construction progress meetings.
- Inform Client of general progress and quality of the Work after site visit.
- Issue Bulletins as required for authorization of minor change(s).
- Respond to Requests For Information.
- Review required submittals and shop drawings.
- Provide written Field Observation Reports and photo data.
- Attendance at final punch walk(s).
- Issue Substantial Completion report(s).

6.0 Schedule

To coincide with JWA's overall project schedule, the TI Design Phase I is scheduled for 180 Days from Amendment No. 2 BofS Approval:

TI Design Phase I

Construction Documentation Phase

Plan Check and Bidding Phase

The TI Design Phase II is T.B.D., scheduled at JWA's Option, dependent upon future airline commitments.

TI Design Phase II

Construction Documentation Phase

Plan Check and Bidding Phase

Section 7: Compensation

Add 7.F Provide Additional Design and Construction Phase Services for Phase I of the Standard Tenant Improvements as follows:

- 1) Design Phase I of the standard Tenant Modifications related to Terminals A and B, inclusive of Construction Documents (Stamped and Reproducible Set) at a Fixed Fee amount of \$367,918;
- 2) Construction Phase Basic Services to provide construction administration services for Phase I of the TI Work on Terminals A and B, at hourly rates from Exhibit D, subject to not-to-exceed amount of \$150,165;
- 3) Design Phase I of the standard Tenant Improvements (TI) for Terminal C, inclusive of Construction Documents (Stamped and Reproducible Set) at a Fixed Fee amount of \$195,450; and

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- 4) Construction Phase Basic Services to provide construction administration services for Phase I of the TI Work on Terminal C, at hourly rates from Exhibit D, subject to not-to-exceed amount of \$103,707.

Add 7.G Additional Design and Construction Services for Phase II of the Standard Tenant Improvements as follows:

- 1) Design Phase II standard Tenant modifications related to Terminals A and B, inclusive of Construction Documents (Stamped and Reproducible Set) at a Fixed-Fee amount of \$94,030;
- 2) Construction Phase Basic Services to provide construction administration services for Phase II of the TI Work on Terminals A and B, at hourly rates from Exhibit D, subject to not-to-exceed amount of \$38,378;
- 3) Design Phase II of the standard Tenant Improvements (TI) for Terminal C, inclusive of Construction Documents (Stamped and Reproducible Set) at a Fixed Fee amount of \$49,950; and
- 4) Construction Phase Basic Services to provide construction administration services for Phase II of the TI Work on Terminal C, at hourly rates from Exhibit D, subject to not-to-exceed amount of \$26,504.

Add 7.H Additional Reimbursables and Reproduction Expenses to support the Tenant Improvements (TI) effort Terminal C and Tenant Modifications to Terminals A and B, for Phases I and II as follows:

- 1) Reimbursables and Reproduction Expenses to support the Tenant Improvements (TI) effort Terminal C and Tenant Modifications to Terminals A and B, for Phases I and II, at actual costs, subject to not-to-exceed amount of \$50,000.

ADD 7.I: Revised Compensation Summary

Revise Compensation Summary Table to Include:

TI Design Phase I:

Compensation	Service	Basis
\$ 367,918	Design Phase I of the standard Tenant Modifications related to Terminals A and B, inclusive of Construction Documents (Stamped and Reproducible Set).	Fixed Fee

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Compensation	Service	Basis
\$ 150,165	Construction Phase Basic Services to provide construction administration services for Phase I of the TI Work on Terminals A and B, at hourly rates from Exhibit D, subject to not-to-exceed amount.	Hourly Rates subject to Not-to-Exceed Amount
Compensation	Service	Basis
\$ 195,450	Design Phase I of the standard Tenant Improvements (TI) for Terminal C, inclusive of Construction Documents (Stamped and Reproducible Set) at a Fixed Fee amount.	Fixed Fee
Compensation	Service	Basis
\$ 103,707	Construction Phase Basic Services to provide construction administration services for Phase I of the TI Work on Terminal C, at hourly rates from Exhibit D, subject to not-to-exceed amount.	Hourly Rates subject to Not-to-Exceed Amount

TI Design Phase II:

To be released at JWA's discretion, as future realignment of airlines is determined:

Compensation	Service	Basis
\$ 94,030	Design Phase II standard Tenant modifications related to Terminals A and B, inclusive of Construction Documents (Stamped and Reproducible Set) at a Fixed-Fee amount.	Fixed Fee
Compensation	Service	Basis
\$ 38,378	Construction Phase Basic Services to provide construction administration services for Phase II of the TI Work on Terminals A and B, at hourly rates from Exhibit D, subject to not-to-exceed amount.	Hourly Rates subject to Not-to-Exceed Amount

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Compensation	Service	Basis
\$ 49,950	Design Phase II of the standard Tenant Improvements (TI) for Terminal C, inclusive of Construction Documents (Stamped and Reproducible Set) at a Fixed Fee amount.	Fixed Fee
Compensation	Service	Basis
\$ 26,504	Construction Phase Basic Services to provide construction administration services for Phase II of the TI Work on Terminal C, at hourly rates from Exhibit D, subject to not-to-exceed amount.	Hourly Rates subject to Not-to-Exceed Amount

Additional Reimbursables and Reproduction Expenses to support the Tenant Improvements (TI) effort Terminal C and Tenant Modifications to Terminals A and B, for Phases I and II as follows:

Compensation	Service	Basis
\$ 50,000	Reimbursables and Reproduction Expenses to support the Phase I Tenant Improvements (TI) effort for Terminal C and Tenant Modifications to Terminals A and B	Actual Cost subject to Not-to-Exceed Amount

This Amendment No. 2 results in the addition of a not-to-exceed amount of \$1,076,102 to the Agreement. The previous not-to-exceed amount was \$31,171,722 through Change Order 54, resulting in a new not-to-exceed Agreement Amount of \$32,247,824

The foregoing is in accordance with our Agreement and subject to the following:

1. The aforementioned change and work affected thereby, is subject to all Agreement stipulations and covenants; and
2. All claims against the County which are incidental to or as a consequence of the aforementioned changes are fully satisfied and the A-E firm hereby releases the County from all said claims.


DATED: _____

COUNTY OF ORANGE

By _____
Chair of the Board of Supervisors

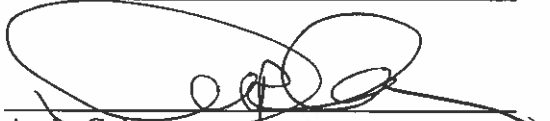
SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE
BOARD

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

ARCHITECTURAL-ENGINEER
By 

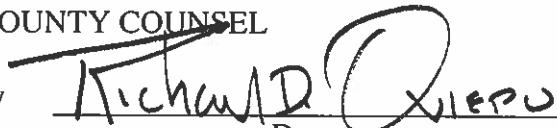
Keith Thompson

Title Principal

By 

Andy Cohen

Title Principal in Charge

APPROVED AS TO FORM:
COUNTY COUNSEL
By 

Deputy

Date 1/25/10

cc: JWA Accounting
Auditor-Controller
Project Manager
File