



**AMENDMENT NUMBER SIX
FOR
CONSULTANT SERVICES FOR CONCESSION, RENTAL CAR AND RFP SUPPORT**

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport (“County” or “JWA”) and Unison Consulting, Inc. (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-19012018 for Consultant Services for Concession, Rental Car and RFP Support, effective August 1, 2019 through July 31, 2020, with a Total Contract Amount Not to Exceed of \$213,914.00 (“Contract”); and,

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for one (1) additional year, effective August 1, 2020 through July 31, 2021, with a Total Contract Amount Not to Exceed of \$213,914.00; and,

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) additional year, effective August 1, 2021 through July 31, 2022, with a Total Contract Amount Not to Exceed of \$213,914.00; and,

WHEREAS, pursuant to Amendment Number Three, the Parties amended the Contract to update the Scope of Work, Consultant’s Pricing, and Staffing Plan, and increased the Contract Amount by \$100,000, with a new Total Contract Amount Not to Exceed of \$313, 914.00; and,

WHEREAS, pursuant to Amendment Number Four, the Parties renewed the Contract for two (2) additional years, effective August 1, 2022 through July 31, 2024, with a Total Contract Amount Not to Exceed of \$500,000.00; and,

WHEREAS, pursuant to Amendment Number Five, the Parties amended the Staffing Plan with no increase to the Total Contract Not to Exceed amount; and,

WHEREAS, the Parties now desire to extend the Contract for one (1) year effective August 1, 2024 through July 31, 2025 and update Consultant’s Pricing, Staffing Plan, and Parties’ notice information, with a Total Contract Amount not to exceed of \$313,914,000; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 2 of the Contract’s Additional Terms and Conditions shall be amended in its entirety as follows:
 2. **Contract Term.** This Contract shall be extended through July 31, 2025, unless otherwise terminated by County.
2. Attachment A, Consultant’s Pricing shall be amended in its entirety as attached hereto.
3. Attachment B, Staffing Plan shall be amended in its entirety as attached hereto.



4. Section 38 of the Contract's Additional Terms and Conditions shall be amended in its entirety as follows:

38. Notices: Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Unison Consulting, Inc.
Attn: Bhavesh Patel/Project Manager
150 N Michigan Ave Ste 2930
Chicago, IL 60601
Phone: (312) 632-0047
Email: bhaveshpatel@unison-ucg.com

County's Project Manager: JWA/Commercial & Revenue Development
Attn: Amy Goethals
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5235
Email: agoethals@ocair.com

cc: JWA/Procurement
Attn: Gina Lozares, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5175
Email: glozares@ocair.com

6. All other terms and conditions in this of the Contract, except as specifically amended herein, shall remain unchanged and with full force and effect.

(Signature page follows)



County of Orange, John Wayne Airport

MA-280-19012018

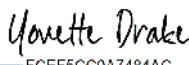
Consultant Services for Concession, Rental Car and RFP Support

Signature Page

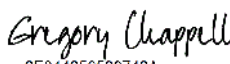
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

UNISON CONSULTING, INC.*

Yovette Drake	President
Print Name	Title

DocuSigned by:  FCEF5CC0A7484AC...	5/17/2024
Sign:	Date

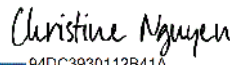
Gregory Chappell	Chief Financial officer/Principal
Print Name	Title

DocuSigned by:  2E344256589742A...	5/17/2024
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Print Name	Title
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Signature	Date
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APPROVED AS TO I
 County Counsel By 
 Deputy
 94DC3930112B41A...

Date 5/17/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.



ATTACHMENT A Consultant's Pricing

- I. **Compensation:** This will be a Time and Material and Fixed Price by Task with a Not-to-Exceed Amount Contract between the County and the Consultant for Concession, Rental Car, planning services, analysis, RFP support, and phasing consultation as defined in Attachment A - Scope of Work. Consultant agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials called for, labor, insurance and bonds, equipment, materials, overhead, travel, etc. required for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Consultant of all its duties and obligations hereunder.

Consultant shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work under an authorized Task Order. County shall have no obligation to pay any sum in excess of total Contract not-to-exceed amount specified herein or the not-to-exceed amount specified in the respective Task Order, unless authorized by amendment in accordance with Article "C" – Amendments – Changes/Extra Work.

Description	Estimated Amounts	Status
Task 1 – Research and Review Concession Planning	\$50,000	Ongoing
Task 2 – Research and Review Rental Car Concession Planning	\$10,000	Ongoing
Task 4 – Post RFP Selection and Implementation Support	\$65,000	Ongoing
Task 5 – Strategic Plan to JWA for Prospective Airport Lounges	\$8,000	Ongoing
Task 6 – Solicitation Strategy Support	\$0.00	Completed
Task 7 – Other Services/Travel Expenses	\$180,914	Ongoing

Contract Amount not to exceed \$313,914

*Please see Attachment C, Staffing Plan for Hourly Billing Rate. Other Services will be provided based on time and on Hourly Billing Rate. Travel expenses will be billed at actual cost without markup and approved by JWA.

- II. **Payments and Invoicing:** Consultant shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Consultant.

Billing shall cover services not previously invoiced. Consultant shall reimburse County for any monies paid to consultant for services not provided or when services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services. Consultant will provide an invoice on Consultant's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. Consultant's name and address
- b. Consultant's remittance address (if different from "a" above)
- c. Name of County agency department
- d. County Contract number
- e. Service date(s)
- f. Service description
- g. Employee classification(s) and hourly rate
- h. Consultant's Federal Taxpayer Identification Number
- i. Name of County department (John Wayne Airport)
- j. County Contract number
- k. Invoice number



County of Orange, John Wayne Airport

MA-280-19012018

Consultant Services for Concession, Rental Car and RFP Support

- l. Hourly rate and number of hours
- m. Total Invoice Amount

Invoices and support documentation are to be forwarded to (not both):

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626
OR
Email to: AccountsPayable@ocair.com



ATTACHMENT B STAFFING PLAN

Key Personnel Staff to perform Contract duties by Service Category

Service Category: Retail, Food and Beverage Concessions and Lounge Consulting

Name	Classification/Title	Hourly Billing Rate	Task Assigned	Percent of Total Project
Anthony Drake	Executive Vice Pres.	\$0.00	Consulting Officer	5%
Bhavesh Patel	Vice President	\$245.00	Officer in Charge	30%
Firelli Pitters	Managing Director	\$225.00	Project Manager	20%
Kenneth Buckner	Director	\$210.00	Consultant	30%
Jaime Ambrosio	Director	\$210.00	Consultant	15%
John Reeb	Director	\$210.00	Consultant	As needed
Kevin Lemmons	Director	\$210.00	Consultant	As needed
Michelle Robinson	Principal	\$216.00	Sub-Consultant	As needed
Rosemarie S. Andolino	Managing Partner	\$245.00	Sub-Consultant	As needed
Anthony Tangorra	Managing Partner	\$245.00	Sub-Consultant	As needed
Bonnie Ossege	Vice President	\$419	Strategic Officer	As needed
Morgan Spencer	Consultant	\$210	Consultant	As needed

100%

Substitution or addition of Consultant's key personnel in any given category or classification shall be allowed only with the prior written approval of the County Project Coordinator.

Consultant may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County Project Manager approval. County reserves the right to have any of the Consultant personnel removed per Article 16 – Consultant's Project Manager and Key Personnel.