



**AMENDMENT NUMBER ONE  
FOR  
GENERAL AVIATION IMPROVEMENT PROGRAM  
NEPA DOCUMENT PREPARATION**

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 Landrum & Brown Incorporated (“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-280-21010791 for General Aviation Improvement Program NEPA Document Preparation, effective January 1, 2021 through December 31, 2023, with a Total Contract Amount Not to Exceed \$202,930 (“Contract”); and,

**WHEREAS**, the Parties now desire to renew the Contract for three (3) additional years, effective January 1, 2024 through December 31, 2026 with a new Total Contract Not-to-Exceed Amount of \$100,000; and,

**WHEREAS**, the Parties now desire to amend Attachment B: Payment/Compensation; and,

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
  2. **Term of Contract:** Contract shall be renewed for three (3) years commencing on January 1, 2024, through December 31, 2026 unless otherwise terminated as provided herein.
2. Section 4 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
  4. **Contract Amount Not to Exceed:** Contract Amount not to exceed **\$100,000**.
3. Attachment - B Payment/Compensation is amended in its entirety as attached hereto.
4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

*(signature page follows)*



County of Orange, John Wayne Airport

MA-280-21010791  
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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

**LANDRUM & BROWN INCORPORATED\***

<i>Rob Adams</i>	Rob Adams	President	8/25/2023
Signature	Name	Title	Date

<i>Beth Hess</i>	Beth Hess	Chief Admin officer	9/13/2023
Signature	Name	Title	Date

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

**COUNTY AUTHORIZED SIGNATURE:**

		Deputy Purchasing Agent	
Signature	Name	Title	Date

**APPROVED AS TO FORM:**

County Counsel

By *Christine Nguyen* Christine Nguyen  
Deputy  
Date 9/13/2023

\* 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 signator to bind the corporation.



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**Attachment B**  
**Payment/Compensation**

1. **Compensation:** This is a firm-fixed fee Contract between County and Contractor for General Aviation Improvement Program NEPA Document Preparation, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. of the County Contract Terms and Conditions.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Description	Hours	Hourly Rate	Cost
Task 1 – Project Management and Coordination	172	Refer to Hourly Rate Schedule	\$43,160
Task 3 – Preparation of Categorical Exclusion	126	Refer to Hourly Rate Schedule	\$34,460

**Reimbursable Expenses:**

Other Direct Costs to be reimbursed at cost, not to exceed \$7,500.00. Receipt must be attached to invoice.

**Hourly Rate Schedule:**

Classification/Title	Hourly Rate
Officer-in-Charge/Officer	\$350.00
NEPA Project Manager/Associate Vice President	\$295.00
Air Quality/Managing Consultant	\$255.00
Administrative Manager/Project Administrator	\$95.00
Noise Analysis/Senior Managing Consultant	\$275.00
NEPA Documentation/Consultant	\$195.00

**Additional Work:** Any additional services not listed in the Contract must be approved by County's Project Manager or designee in accordance with Attachment A, Scope of Work, Section #III. Additional Work.

**Total Contract Amount Not to Exceed**

**\$100,000**



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3. **Price Increase/Decrease:** No price increases will be permitted during the first term of the Contract. The County required documented proof of cost increase on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

Payments made by the County shall not preclude the right of the 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.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment-Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA-280-21010791)
6. Date of order and/or service dates
7. Labor Description/Classification/Title and Rates
8. Total
9. Contractor's Federal Taxpayer Identification Number
10. Contractor's Invoice Number

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

**Mailed to** John Wayne Airport



County of Orange, John Wayne Airport

Attachment A

*MA-280-21010791*  
*General Aviation Improvement Program*  
*NEPA Document Preparation*

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Attention: Accounts Payable

3160 Airway Avenue

Costa Mesa, CA 92626

**Or**

**Emailed to [AccountsPayable@ocair.com](mailto:AccountsPayable@ocair.com)**

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