



**AMENDMENT NUMBER ONE
FOR
CUSTODIAL SERVICES**

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

RECITALS

WHEREAS, the Parties entered into Contract MA-280-22010744 for Custodial Services, effective April, 1, 2022 through March 31, 2025, in the Total Contract Amount Not-to-Exceed of \$21,296,419.56 (the “Contract”); and,

WHEREAS, as a result of a merger, the County consented to the assignment of the Contract from Flagship Airport Services, Inc. to Contractor, effective December 31, 2023; and,

WHEREAS, the Parties now desire to amend the Contract to increase the current Contract amount by \$266,177.26, effective June 1, 2024, through March 31, 2025, for a new current Total Contract Amount Not to Exceed \$21,562,596.82; update the Parties’ notice information; and renew the Contract for two (2) additional years, effective April 1, 2025 through March 31, 2027, for a renewed Total Contract Amount Not to Exceed \$15,654,414.74; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 36 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
 - 36. 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 deliver 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: Flagship Aviation Services LLC
Attn: James M. Mikacich/Project Manager
405 S Kimball Avenue,
Southlake TX 76092
Phone: (408) 975-7521
Email: JMM@flagshipinc.com

County's Project Manager: JWA/Operations
Attn: Susan Tran/Project Manager
18601 Airport Way#41
Santa Ana, CA 92707
Phone: (949) 252-5285
Email: STran@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

2. Attachment B: Compensation and Pricing shall be replaced in its entirety as attached hereto and shall be effective June 1, 2024, through March 31, 2025.
3. Commencing April 1, 2025, 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 effective April 1, 2025, and shall continue for two (2) years from that date, unless otherwise terminated as provided herein.
4. Commencing April 1, 2025, Section 3 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
 3. **Renewal Term:** Reserved.
5. Commencing April 1, 2025, Attachment B: Renewal Compensation and Pricing shall be replaced in its entirety as attached hereto.
6. All other terms and conditions of the Contract except as amended herein shall remain unchanged and with full force and effect.



**ATTACHMENT B
COMPENSATION AND PRICING FROM JUNE 1, 2024 THROUGH MARCH 31, 2025**

- A. **Compensation:** This is a fixed fee/usage Contract between the County and Contractor for Custodial Services 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 and P of the County Contract Terms and Conditions.**

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

1. Estimated Cost and Fees

Line Item	Description	Estimated Monthly Total	Estimated Annual Total
1	Task 1, Full Service Custodial	\$503,814.29	\$6,045,771.51
2	Task 2, Facility Porters	\$16,111.18	\$193,334.17
3	Task 3.2, Carpet Deep Cleaning	\$17,573.97	\$210,887.66
4	Task 3.3, Tile Flooring Deep Cleaning	\$20,675.95	\$248,111.39
5	Task 3.4, Window Washing	\$4,429.10	\$53,149.20
6	Task 3.5, High Cleaning	\$5,701.43	\$68,417.11
7	Task 3.6, Power Washing	\$5,753.99	\$69,047.85
8	Task 4, Sharps & Liquids Disposal	\$2,657.49	\$31,889.89
9	Technology Annual Maintenance Fee	\$7,671.41	\$92,056.92
10	Subtotals	\$584,388.81	\$7,012,665.70
11	Task 5, Additional Work	\$27,726.80	\$332,721.60
12	One-Time Technology Purchase and Installation		\$58,789.44

Year 1 Contract Amount Not to Exceed: \$7,137,999.48

Year 2 Contract Amount Not to Exceed: \$7,079,210.04



Year 3 Contract Amount Not to Exceed: \$7,345,387.30
Total Contract Amount Not to Exceed: \$21,562,596.82

2. Additional Work (Task 5):

a. Additional Work such as on-demand/as-needed cleaning or any related services not listed in the Contract must be approved by County’s Project Manager or designee in accordance with Attachment A, Section F, Additional Work (Task 5).

b. **The total (NTE) amount authorized for Additional Work is \$332,721.60 annually.**

Expense Markups: Percentage markups on Additional Work is authorized against this Contract at the rates specified below.

- Contractor markup on Subcontractors: 5%
- Contractor markup on direct expenses (materials, supplies and equipment): 5%.

c. Labor Rate: Contractor will use the Loaded Labor Rates below for Additional Work (Task 5) costs. Loaded rates include labor, benefits, profit and overhead.

Regular Time

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$39.78	\$27.07	\$66.85	\$ 3.34	\$70.19
HR & QC Mgr.	\$34.48	\$24.36	\$58.84	\$ 2.94	\$61.78
Safety Officer	\$31.83	\$23.01	\$54.84	\$ 2.74	\$57.58
Supervisor, Sr.	\$34.48	\$24.36	\$58.84	\$ 2.94	\$61.78
Supervisor	\$22.07	\$18.03	\$40.10	\$2.00	\$42.10
Lead	\$17.70	\$16.79	\$34.49	\$1.72	\$36.21
Custodian	\$16.97	\$16.42	\$33.39	\$1.67	\$35.06
Custodian Restroom Responsibility	\$17.16	\$16.51	\$33.67	\$1.68	\$35.35
Utility/Floor Crew	\$17.70	\$16.79	\$34.49	\$1.72	\$36.21
Window Washer	\$17.70	\$16.79	\$34.49	\$1.72	\$36.21
Pressure Washer	\$17.70	\$16.79	\$34.49	\$1.72	\$36.21

Overtime

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$59.67	\$37.21	\$96.89	\$5.01	\$101.90
HR & QC Mgr.	\$51.72	\$33.15	\$84.87	\$4.41	\$89.29
Safety Officer	\$ 47.74	\$31.13	\$78.86	\$4.11	\$82.98



Supervisor, Sr.	\$51.72	\$33.15	\$84.87	\$4.41	\$89.29
Supervisor	\$33.10	\$23.66	\$56.76	\$3.01	\$59.77
Lead	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44
Custodian	\$25.46	\$20.74	\$46.20	\$2.50	\$48.71
Custodian Restroom Responsibility	\$25.74	\$20.89	\$46.62	\$2.53	\$49.15
Utility/Floor Crew	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44
Window Washer	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44
Pressure Washer	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44

Holiday

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$59.67	\$37.21	\$96.89	\$5.01	\$101.90
HR & QC Mgr.	\$51.72	\$33.15	\$84.87	\$4.41	\$89.29
Safety Officer	\$47.74	\$31.13	\$78.86	\$4.11	\$82.98
Supervisor, Sr.	\$51.72	\$33.15	\$84.87	\$4.41	\$89.29
Supervisor	\$33.10	\$23.66	\$56.76	\$3.01	\$59.77
Lead	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44
Custodian	\$25.46	\$20.74	\$46.20	\$2.50	\$48.71
Custodian Restroom Responsibility	\$25.74	\$20.89	\$46.62	\$2.53	\$49.15
Utility/Floor Crew	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44
Window Washer	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44
Pressure Washer	\$26.55	\$21.30	\$47.85	\$2.59	\$50.44

d. Conditions and Clarifications:

- JWA reserves the right to negotiate Task 5 Additional Work, based on the rates specified above and by mutual agreement with the Contractor.
- Additional Work labor rates for time and material Task Orders shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.
- For lump sum Task Orders, invoices shall be accompanied by approved quote(s).
- For time and material Task Orders, expense (parts, material, etc.) costs incurred under Task 5 must have supporting documentation of sufficient detail acceptable to the County to be eligible for reimbursement under the Contract. The County will not be responsible for payment of any cost not accurately itemized.
- JWA reserves the ability to start and/or stop Tasks 2 through 4, in whole or in part, at any time during the life of the contract, subject to the following:



- i. Contractor must be given a minimum of (forty-five) 45 calendar days written notice on JWA letterhead to commence or stop any combination of Tasks 2, 3, and 4, in whole or in part.
 - ii. Task 2, 3, and 4 services must be approved for a minimum of six (6) months from commencement, or to the end of the contract, whichever is sooner.
 - iii. Contractor will only be paid for Task 2, 3, and 4 services for the actual months authorized by JWA.
- C. **Price Increase/Decreases:** Overhead and Profit percentages must remain unchanged for the life of the contract. Loaded Labor rates may only be adjusted once per year on April 1 for the term of the contract. Annual adjustments to labor and benefits will be limited to:
- i. Union Rates: Documented and supported adjustments supported by updated, official prevailing wage rate determinations.
 - ii. Non-Union Rates: The Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).
- The County requires documented proof of cost increases 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 other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Increases to overhead, profit and mark ups will not be allowed.
- D. **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 of 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.
- E. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
- F. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
- G. **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.

H. **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.

I. **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:

- A. Contractor’s name and address
- B. Contractor’s remittance address, if different from 1 above
- C. Contractor’s Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department’s Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Order Date/Service Date(s)
- K. Sales tax, if applicable
- L. Freight/delivery charges, if applicable
- M. Total

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

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

OR

Emailed to 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 and EFT Authorization Form. To request a form, please contact the DPA.



**ATTACHMENT B
RENEWAL COMPENSATION AND PRICING EFFECTIVE APRIL 1, 2025**

- A. **Compensation:** This is a fixed fee/ usage Contract between the County and Contractor for Custodial Services 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 and P of the County Contract Terms and Conditions.**

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

1. Estimated Cost and Fees (Year 4)

Line Item	Description	Estimated Monthly Total	Estimated Annual Total
1	Task 1, Full Service Custodial	\$518,928.72	\$6,227,144.66
2	Task 2, Facility Porters	\$16,594.52	\$199,134.19
3	Task 3.2, Carpet Deep Cleaning	\$18,101.19	\$217,214.29
4	Task 3.3, Tile Flooring Deep Cleaning	\$21,296.23	\$255,554.73
5	Task 3.4, Window Washing	\$4,561.97	\$54,743.68
6	Task 3.5, High Cleaning	\$5,872.47	\$70,469.62
7	Task 3.6, Power Washing	\$5,926.61	\$71,119.28
8	Task 4, Sharps & Liquids Disposal	\$2,737.22	\$32,846.59
9	Technology Annual Maintenance Fee	\$7,671.41	\$92,056.92
10	Subtotals	\$601,690.33	\$7,220,283.96
11	Task 5, Additional Work	\$41,666.66	\$500,000



Estimated Cost and Fees (Year 5)

Line Item	Description	Estimated Monthly Total	Estimated Annual Total
1	Task 1, Full Service Custodial	\$ 534,496.58	\$ 6,413,959.00
2	Task 2, Facility Porters	\$17,092.35	\$205,108.22
3	Task 3.2, Carpet Deep Cleaning	\$18,644.23	\$223,730.72
4	Task 3.3, Tile Flooring Deep Cleaning	\$21,935.11	\$263,221.37
5	Task 3.4, Window Washing	\$4,698.83	\$56,385.99
6	Task 3.5, High Cleaning	\$6,048.64	\$72,583.71
7	Task 3.6, Power Washing	\$6,104.41	\$73,252.86
8	Task 4, Sharps & Liquids Disposal	\$2,819.33	\$33,831.99
9	Technology Annual Maintenance Fee	\$7,671.41	\$92,056.92
10	Subtotals	\$ 619,510.90	\$7,434,130.78
11	Task 5, Additional Work	\$41,666.66	\$ 500,000

Year 4 Contract Amount Not to Exceed: \$7,720,283.96

Year 5 Contract Amount Not to Exceed: \$7,934,130.78

Total Contract Amount Not to Exceed: \$ 15,654,414.74

2. Additional Work (Task 5):

a. Additional Work such as on-demand/as-needed cleaning or any related services not listed in the Contract must be approved by County’s Project Manager or designee in accordance with Attachment A, Section F, Additional Work (Task 5).

b. **The total (NTE) amount authorized for Additional Work is \$500,000.00 annually.**

Expense Markups: Percentage markups on Additional Work is authorized against this Contract at the rates specified below.

- Contractor markup on Subcontractors: 5%
- Contractor markup on direct expenses (materials, supplies and equipment): 5%.

c. Labor Rate: Contractor will use the Loaded Labor Rates below for Additional Work (Task 5) costs. Loaded rates include labor, benefits, profit and overhead.



County of Orange, John Wayne Airport

MA-280-22010744
Custodial Services

Year 4 Regular Time

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$42.09	\$28.39	\$70.48	\$3.52	\$74.01
HR & QC Mgr.	\$36.06	\$25.31	\$61.37	\$3.07	\$64.44
Safety Officer	\$36.06	\$25.31	\$61.37	\$3.07	\$64.44
Supervisor, Sr.	\$35.66	\$25.11	\$60.78	\$3.04	\$63.81
Supervisor	\$34.66	\$24.60	\$59.27	\$2.96	\$62.23
Lead	\$21.50	\$18.89	\$40.39	\$2.02	\$42.41
Custodian	\$20.00	\$18.13	\$38.13	\$1.91	\$40.03
Custodian Restroom Responsibility	\$20.00	\$18.13	\$38.13	\$1.91	\$40.03
Utility/Floor Crew	\$21.00	\$18.64	\$39.64	\$1.98	\$41.62
Window Washer	\$21.00	\$18.64	\$39.64	\$1.98	\$41.62
Pressure Washer	\$21.00	\$18.64	\$39.64	\$1.98	\$41.62

Year 4 Overtime

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$63.14	\$39.12	\$ 102.26	\$5.29	\$107.55
HR & QC Mgr.	\$54.09	\$34.51	\$ 88.60	\$4.60	\$93.20
Safety Officer	\$54.09	\$34.51	\$ 88.60	\$4.60	\$93.20
Supervisor, Sr.	\$53.50	\$34.21	\$ 87.70	\$4.56	\$92.26
Supervisor	\$52.00	\$33.44	\$ 85.44	\$4.44	\$89.88
Lead	\$32.25	\$24.37	\$56.62	\$3.03	\$59.65
Custodian	\$30.00	\$23.23	\$53.23	\$2.86	\$56.09
Custodian Restroom Responsibility	\$30.00	\$23.23	\$53.23	\$2.86	\$56.09
Utility/Floor Crew	\$31.50	\$23.99	\$55.49	\$2.97	\$58.46
Window Washer	\$31.50	\$23.99	\$55.49	\$2.97	\$58.46
Pressure Washer	\$31.50	\$23.99	\$ 55.49	\$2.97	\$58.46



County of Orange, John Wayne Airport

MA-280-22010744
Custodial Services

Year 4 Holiday

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$63.14	\$39.12	\$102.26	\$5.29	\$107.55
HR & QC Mgr.	\$54.09	\$34.51	\$88.60	\$4.60	\$93.20
Safety Officer	\$54.09	\$34.51	\$88.60	\$4.60	\$93.20
Supervisor, Sr.	\$53.50	\$34.21	\$87.70	\$4.56	\$92.26
Supervisor	\$52.00	\$33.44	\$85.44	\$4.44	\$89.88
Lead	\$32.25	\$24.37	\$56.62	\$3.03	\$59.65
Custodian	\$30.00	\$23.23	\$53.23	\$2.86	\$56.09
Custodian Restroom Responsibility	\$30.00	\$23.23	\$53.23	\$2.86	\$56.09
Utility/Floor Crew	\$31.50	\$23.99	\$55.49	\$2.97	\$58.46
Window Washer	\$31.50	\$23.99	\$55.49	\$2.97	\$58.46
Pressure Washer	\$31.50	\$23.99	\$55.49	\$2.97	\$58.46

Year 5 Regular Time

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$43.35	\$29.32	\$72.68	\$3.63	\$76.31
HR & QC Mgr.	\$36.06	\$25.60	\$61.66	\$3.08	\$64.74
Safety Officer	\$36.06	\$25.60	\$61.66	\$3.08	\$64.74
Supervisor, Sr.	\$35.70	\$25.42	\$61.12	\$3.06	\$64.18
Supervisor	\$35.70	\$25.42	\$61.12	\$3.06	\$64.18
Lead	\$21.50	\$19.29	\$40.79	\$2.04	\$42.83
Custodian	\$20.50	\$18.78	\$39.28	\$1.96	\$41.24
Custodian Restroom Responsibility	\$20.50	\$18.78	\$39.28	\$1.96	\$41.24
Utility/Floor Crew	\$21.50	\$19.29	\$40.79	\$2.04	\$42.83
Window Washer	\$21.50	\$19.29	\$40.79	\$2.04	\$42.83
Pressure Washer	\$21.50	\$19.29	\$40.79	\$2.04	\$42.83



Year 5 Overtime

Position/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$65.03	\$40.38	\$105.41	\$5.45	\$110.86
HR & QC Mgr.	\$54.09	\$34.80	\$88.88	\$ 4.62	\$93.51
Safety Officer	\$54.09	\$34.80	\$88.88	\$4.62	\$93.51
Supervisor, Sr.	\$53.56	\$34.52	\$88.08	\$4.58	\$92.66
Supervisor	\$53.56	\$34.52	\$88.08	\$4.58	\$92.66
Lead	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08
Custodian	\$30.75	\$24.01	\$54.76	\$2.95	\$57.70
Custodian Restroom Responsibility	\$30.75	\$24.01	\$54.76	\$2.95	\$57.70
Utility/Floor Crew	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08
Window Washer	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08
Pressure Washer	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08

Year 5 Holiday

Position and Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Total Employee Overhead & Profit	Total Hourly
Site Manager	\$65.03	\$40.38	\$105.41	\$5.45	\$110.86
HR & QC Mgr.	\$54.09	\$34.80	\$88.88	\$4.62	\$93.51
Safety Officer	\$54.09	\$34.80	\$88.88	\$4.62	\$93.51
Supervisor, Sr.	\$53.56	\$34.52	\$88.08	\$4.58	\$92.66
Supervisor	\$53.56	\$34.52	\$88.08	\$4.58	\$92.66
Lead	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08
Custodian	\$30.75	\$24.01	\$54.76	\$2.95	\$57.70
Custodian Restroom Responsibility	\$30.5	\$24.01	\$54.76	\$2.95	\$57.70
Utility/Floor Crew	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08
Window Washer	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08
Pressure Washer	\$32.25	\$24.77	\$57.02	\$3.06	\$60.08



d. Conditions and Clarifications:

- JWA reserves the right to negotiate Task 5 Additional Work, based on the rates specified above and by mutual agreement with the Contractor.
- Additional Work labor rates for time and material Task Orders shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.
- For lump sum Task Orders, invoices shall be accompanied by approved quote(s).
- For time and material Task Orders, expense (parts, material, etc.) costs incurred under Task 5 must have supporting documentation of sufficient detail acceptable to the County to be eligible for reimbursement under the Contract. The County will not be responsible for payment of any cost not accurately itemized.

JWA reserves the ability to start and/or stop Tasks 2 through 4, in whole or in part, at any time during the life of the contract, subject to the following:

- i. Contractor must be given a minimum of (forty-five) 45 calendar days written notice on JWA letterhead to commence or stop any combination of Tasks 2, 3, and 4, in whole or in part.
 - ii. Task 2, 3, and 4 services must be approved for a minimum of six (6) months from commencement, or to the end of the contract, whichever is sooner.
 - iii. Contractor will only be paid for Task 2, 3, and 4 services for the actual months authorized by JWA.
- C. **Price Increase/Decreases:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases 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 other 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.
- D. **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 of 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.
- E. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
- F. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
- G. **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



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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.

H. **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.

I. **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:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Order Date/Service Date(s)
- K. Sales tax, if applicable
- L. Freight/delivery charges, if applicable
- M. Total

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

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue Costa Mesa, CA 92626
OR
Emailed to 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 and EFT Authorization Form. To request a form, please contact the DPA.



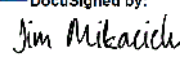
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Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

FLAGSHIP AVIATION SERVICES LLC*

DocuSigned by:  <small>3620805B466D4E6...</small>	Jim Mikacich	NVP, Aviation Sales	9/24/2024
Signature	Name	Title	Date

Signed by:  <small>D28CA954CCDE4A8...</small>	Chris Podlasek	CFO	9/26/2024
Signature	Name	Title	Date

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

Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

DocuSigned by:  <small>26F9D76C829A49E...</small>	Christine Nguyen	Deputy	9/26/2024
By	Name	Title	Date

* 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 signature to bind the corporation.